

**OFFICIAL PROCEEDINGS  
WASHINGTON COUNTY BOARD MEETING**

**June 9, 2026**

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 9, 2026 for the purpose of transacting county business that might come before the Board.

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

Roll Call was taken by County Clerk Hempen with 14 members present. Those present were, Brammeier, Hohlt, Elsesser, Shemonic, Small, Unverfehrt, Todd, Bening, Luna-Fuller, Heggemeier, Malick, Meyer, Karg and Bronke. Absent was Ibendahl.

Others present were Crystal May-State's Attorney, Levi Foreman-Court Security, Krystal Althoff- Zoning EMA Administrator, Willow Simmons – Washington County News, Sheriff Ross Schultze, Andrew Keyt with-Heyl-Royster, Quinn Gorman & Jim Griffin – Gatehouse Energy, see attached list for complete sign in sheet **(Exhibit A)**

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

Chairman Meyer asked if there were any additions or corrections to the May 12, 2026 County Board meeting minutes. With no additions or corrections, a motion was made by Karg to approve the minutes, seconded by Luna-Fuller. Motion carried.

Public's comments: Jim Griffin attorney for Gatehouse Energy spoke about the extensive document that was submitted with the Special Use permit for the BESS project. The permit that was submitted to the ZBA satisfied all of the standard conditions, plus an additional 38 separate conditions. Those extra nine (9) pages add additional protections for the county.

Quinn Gorman with Gatehouse Energy addressed the board that the company had agreed to 40 additional conditions, safety has been their number one condition.

Rebecca Kujawa encouraged the Board to keep informed on battery storage facilities.

Joe Riley with Downstate IL Laborers said that the BESS project will bring union wages, benefits, pension and welfare to the County residents. The Laborers support this project.

Mary Ann Kujawa owns property in Washington county wants justice for the Winkas, they are property owners closest to the project. She also asked what incentives the county, state and government will be receiving.

Marvin Winka landowner near the facility spoke about the safety of the facility. He does not believe the project is in a proper location. It is built on a desilient road and the road will have to be improved up to the site. The county has volunteer fire departments and says that will be an issue.

Amanda Winka property owner next to the project site thanked the board for the time she was given to speak. Her family's property is the closest to the project. She has 3 daughters and is concerned for their safety and wanted to know if there was an evacuation plan in place.

Nelson Wood an attorney from Mt. Vernon who represents the Winka family, he asked if an earthquake study had been done, since there are earthquakes that happen in this area. The zoning board of appeals voted the special permit down 5 to 2 and asked the board to listen to their vote.

Health Department Administrator appeared before the board to report on her office. There have been some building updates done. A registered nurse has been hired and will start on Monday, June 15<sup>th</sup>. The case load has increased by 7 %. The Health Department has under spent their grants this year and will have to refund the money. They are looking for ways to increase revenue by adding billable services.

**The County Clerk and Recorder's Monthly Report (Exhibit B)** Clerk Hempen presented her monthly report to the Board for approval a motion was made by Malick seconded by Heggemeier to approve the report as presented. Motion carried. Hempen told the board that in August her office will be mailing out PVBM letters. By law this has to be done every 2 years before a November Election. Any voter who had signed up for permanent vote by mail or opted out in a past mailing will not be receiving a letter.

Resolution 2026-126 Authorizing the County Board Chairman to execute a deed of conveyance of the County's interest in parcel number 07-04-25-201-010, Richview township. Motion was made by Hohlt seconded by Karg. Motion carried. **(Exhibit C)**

**Emergency Ambulance & Rescue Service Monthly Report (Exhibit D)** Felchlia presented his monthly report to the board for approval a motion was made by Shemoni seconded by Luna to approve the report as presented. Motion carried. Washington County Ambulance Department was awarded \$26,000 from the Illinois Fire Marshall Small Equipment grant.

**Highway Resolutions - Resolution #2026-127 (Exhibit E)** Local Public Agency Engineering Services Agreement. A motion was made by Bening seconded by Hohlt. Motion carried

**The Sheriff's Monthly Report & updates (Exhibit F)** Sheriff Schultz presented his monthly report to the board. A motion was made by Unverfehrt to accept the Sheriff's report as presented seconded by Todd. Motion carried.

**State's Attorney** Crystal May presented her monthly report. **(See Exhibit G)** A motion was made by Shemoni to approve her monthly report seconded by Hohlt. Motion carried. May said the Health Department has had some issues lately and wanted to thank Jamilyn Martin Health Department Administrator for her hard work and patience. She wanted to thank Krystal Althoff Zoning Administrator for all of the hard work she has put in since taking over the position. She also thanked John Felchlia Ambulance Administrator for keeping things running. She stated that the County has some great department heads.

**The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 5/31/2026. (Exhibit H & I)** a motion was made by Brammeier seconded by Heggemeier to accept the report as presented subject to audit review. Motion carried.

**Zoning: Zoning Office and EMA Report (Informational Only) (Exhibit J)**

Ordinance No. 2026-130 Regarding the Special Use Permit Application of Gatehouse Energy Storage LLC to Construct and Operate a Commercial Battery Energy Storage System for Parcels: 05-19-12-300-004 & 05-19-12-300-008. Chairman Meyer informed the Board that Andrew Keyt is here to answer questions for the Board members and Crystal May is here as legal counsel for the County. Keyt said he was not going to spend a lot of time on this and he had a couple of points from a legal standpoint he wanted to make the board understand. This project is coming under the County's current ordinance provisions, the State of Illinois allows the governing county to attach any additional conditions that Gateway will have to comply with. There are 38 conditions that

were added. This is far better protection for the County and residents if this is adopted by the County Board tonight. If the County does not pass this permit tonight and Gateway reapplies the County will have to abide by the state's regulations and the county and residents will not have the same protections that they would have if it is passed tonight. Karg made a motion to approve the request presented with all conditions. Brammeier seconded the motion. Roll call vote was requested by Brammeier. 8 yes and 6 no permit approved. Voting yes were Small, Unverfehrt, Bening, Brammeier, Elsesser, Hohlt, Karg and Meyer. Voting no were Shemonic, Todd, Bronke, Heggemeier, Luna-Fuller and Malick. Ibendahl was absent.

RMK Subdivision Plat Approval (**Exhibit K**) a motion was made by Todd seconded by Heggemeier to approve the RMK Subdivision. Motion carried. Roll call vote was taken with 14 yes and 1 absent.

A motion was made by Karg seconded by Small to approve the renewal of the Illinois Emergency Management Mutual Aid System Agreement (**Exhibit L**). Motion carried.

Resolution 2026-127 Authorizing Participation as a member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the establishment of a Mutual Aid Intergovernmental Service Agreement (**Exhibit M**). A motion was made by Karg seconded by Small. Motion carried. Roll call vote was taken with 14 yes and 1 absent.

#### **COMMITTEE REPORTS:**

**Animal Control-** Report of Animal Control activity for the month of May (Informational only) (**Exhibit N**)

**Sheriff's/Communication/Drug Task-** A "Downstate Major Case Squad has been created and the Washington County Sheriff's Department would like to be a part of it. It is considered Zone 2 which covers Effingham to Cairo. It has the same protocols as the Major Case Squad out of St. Louis. There is no fee charged to be a member. Sheriff Schultze said it would be very beneficial for the County to join. The only employees with the Sheriff's department that would qualify is Sheriff Schultze, Chief Deputy Carroll and Deputy Howard. Qualifications include seniority with 3 years' experience as a deputy and attend a week-long homicide training class. Unverfehrt Chairman of the Sheriff's Committee said they approved the agreement at their Sheriff committee meeting and Unverfehrt would like to make a motion for the County Board to approve the "Downstate Major Case Squad Intergovernmental Criminal Justice Service Assistance Agreement." (**Exhibit O**) Seconded by Elsesser. Motion carried. Unverfehrt asked for a roll call vote. Roll call taken with 14 yes and 1 absent.

**County Buildings:** The Washington County Historical Society is asking permission of the Board to use the east side of the Courthouse by the Monument on July 4<sup>th</sup> at 10:00 am. They will be dedicating the engraving of Revolutionary War Veterans from Washington County. A motion was made by Brammeier to allow the Historical Society permission to use the East side of the Courthouse lawn seconded by Bening. Motion carried.

#### **Personnel, Policy and Appointments:**

Unverfehrt made a motion to re-appoint Amy Hackstadt to the Washington County Mental Health Board for a 4-year term seconded by Small. Motion carried. Her term would end January 1, 2030.

Kyle Heggemeier has been appointed by Chairman Meyer to replace Brian Klingenberg on the Nashville Enterprise Zone Committee. This does not have to be approved by the Board Chairman Meyer makes this appointment.

A memorandum of understanding between the County of Washington and the Employees of the Washington County Ambulance Service was presented before the board for approval. (**Exhibit P**) The effective date is December 1, 2025 to November 30, 2028. Todd who is chairman of the Ambulance committee told the board that

the language stayed the same except the work schedule changed, the Power Truck information was added updated the Insurance to mirror the IBEW agreement. All part time employees will receive 4 %, 4% and 4%. Full time Basic EMTs will receive 4%,4% and 4% and full-time paramedics will receive 6%, 5% and 4%. Holidays stayed the same.

A motion was made by Todd to approve the MOU between the Washington County Ambulance Service and Washington County seconded by Small. Motion carried. Roll call vote was taken with 14 yes and 1 absent.

**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 8, 2026 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 (**Exhibit Q**) A motion was made by Karg seconded by Heggemeier to approve payment motion carried. Roll call vote was taken with 14 ayes and 1 absent.

A motion was made by Karg and seconded by Shemonic to approve the County Board Expenses. Motion carried. Roll call vote was taken with 14 ayes and 1 absent.

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

The next regularly scheduled meeting will be July 14, 2026 at 7:00 p.m.

A motion was made by Todd seconded by Bronke to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:43 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 TUESDAY, June 9, 2026

### AGENDA

1. Prayer and Pledge of Allegiance
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the May 12, 2026 County Board Minutes
6. Public's opportunity to address the Board (limited to 3 minutes per person)
7. Jamilyn Marten-Health Department Administrator
8. County Clerk & Recorder's Monthly Report
9. Resolution to authorize the Chairman to execute a deed of conveyance of the County's Interest in the following parcel:  
07-04-25-201-010
10. Emergency Ambulance & Rescue Service Monthly Report
11. Highway Dept:  
Resolution to Approve Engineering Agreement to Overlay CH 12 from IL-15 to IL-177
12. Sheriff's Monthly Report
13. State's Attorney's Monthly Report
14. Treasurer's Monthly Cash Flow & Budgetary Status Report
15. Zoning:
  - A. Consider, discuss and vote on Special Use Permit Application of Gatehouse Energy Storage LLC to construct and operate a 185-megawatt commercial battery energy storage system on Parcel Nos. 05-19-12-300-004 and 05-19-12-300-008
  - B. Approve RMK Subdivision Plat
  - C. IESMA Mutual Aid Agreement Renewal/Approval
16. Committee Reports:
  - Building:  
Historical Society use of Courthouse Grounds
  - Personnel, Policy & Appointments:  
Re-appoint Amy Hackstadt to the Washington County Mental Health Board, 4-year term  
Approve the MOU between Washington County Ambulance Service and Washington County
  - Sheriff/Communications:  
Participation in "Downstate Major Case Squad Intergovernmental Criminal Justice Service Assistance Agreement"
17. Claims Against the County
18. Approve County Board Expenses
19. Approve Monthly Utility Expenses & Payroll Expenses
20. 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:      | District 2:     | District 3:                  |
|------------------|-----------------|------------------------------|
| Kurt Elsesser    | Dan Bronke      | Douglas Bening               |
| Dani Luna-Fuller | Alan Hohlt      | Eric Brammeyer Vice-Chairman |
| Eric Malick      | Dave Ibendahl   | David Meyer - Chairman       |
| Rodney Small     | Dennis Shemonic | Paul Todd                    |
| Larry Unverfehrt | Kyle Heggemeier | David Karg                   |

# Sign In Sheet 6-9-26

Please Print

~~Mary Gorman - Gatehouse Energy~~  
JOHN FELCHIT WASHINGTON Co. ARMS

Jim Griffin - Gatehouse Energy

Quinn Gorman - Gatehouse Energy

J. NELSON WOOD ATTORNEY

MARVIN WINKA

Mary Anna Kujawa - landowner

Jamelyn Martin - Wash Co Health Dept

Joe Piley - Downstate IL Laborers

Mary Czajkowski - Ashley

Erin & Rebecca Kujawa

Mary CDreas

Whlie Newcomb

Peggy Hatching

Dennis Hatching

Dan Jones

Dale Wilko

Rosalia Rogowski

Gerald Kuberaki

Bernice Wanka

Don Wanka

Tere Wanka

Hal Peczachowski

Willow Simon

Matt Winka

8:43

Amanda Winka

Kevin Winka

Mike Wink

ROSS SCHULTZ - SHERIFF

WASHINGTON COUNTY CLERK & RECORDER  
REPORT OF COLLECTIONS  
COLLECTION FOR THE PERIOD 5/1/2026-5/31/2026

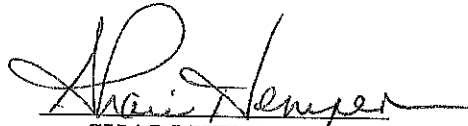
MAY 2026:

Beginning Balances: \$ 2,087.34  
Fees Collected: 49,404.80  
Total \$ 51,492.14

**DISBURSEMENTS:**

|                          |    |           |
|--------------------------|----|-----------|
| Tax Redemptions          | \$ | 19,598.09 |
| Tax Redemptions Interest |    | 2,740.56  |
| Take Notice/Petitions    |    | 8.00      |
| Laredo                   |    | 1,587.65  |

Disbursements \$ 23,934.30  
Balance: \$27,557.84



SHARI HEMPEN  
CLERK/RECORDER  
WASHINGTON COUNTY

MAY 31, 2026

WASHINGTON COUNTY TREASURER:

|                         |             |
|-------------------------|-------------|
| (G.I.S. ASSESSOR FUND)  | \$ 3,268.00 |
| (G. I.S. RECORDER FUND) | 172.00      |

ILLINOIS DEPT OF REVENUE:

|                                  |          |
|----------------------------------|----------|
| (R.H.S.P. - \$18.00 PER 168 DOC) | 3,024.00 |
|----------------------------------|----------|

IL DEPT. OF PUBLIC HEALTH

|                               |       |
|-------------------------------|-------|
| (\$4.00 SURCHARGE DEATH CERT) | 20.00 |
|-------------------------------|-------|

STATE TREASURER, IL DOMESTIC VIOLENCE

|                              |       |
|------------------------------|-------|
| (MARRIAGE LICENSE SURCHARGE) | 45.00 |
|------------------------------|-------|

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

|                      |          |
|----------------------|----------|
| (RECORDER AUTO FUND) | 1,376.00 |
|----------------------|----------|

|                                   |          |
|-----------------------------------|----------|
| MYDEC - REAL ESTATE STAMP PAYMENT | 4,680.00 |
|-----------------------------------|----------|

NATALIE LYNCH, WASHINGTON CO TREASURER:

|                         |        |
|-------------------------|--------|
| (DOCUMENT STORAGE FEES) | 516.00 |
|-------------------------|--------|

|                   |           |
|-------------------|-----------|
| (FEE'S COLLECTED) | 12,369.50 |
|-------------------|-----------|

TOTAL \$25,470.50

**TOTAL DISBURSEMENT \$49,404.80**

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41

Tax Redemption#2014-000054: \$927.26

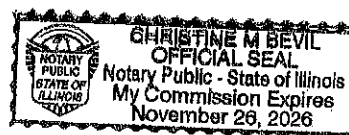
Tax Redemption#2014-000058: \$218.60

Total remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF MAY 2026.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1<sup>st</sup> DAY OF JUNE 2026.

  
NOTARY





2026-126

WHEREAS, The County of Washington, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Washington, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

IRVINGTON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-04-25-201-010

As described in certificate(s) : 2019-00031 sold January 2021

and it appearing to the that it is in the best interest of the County to dispose of its interest in said property.

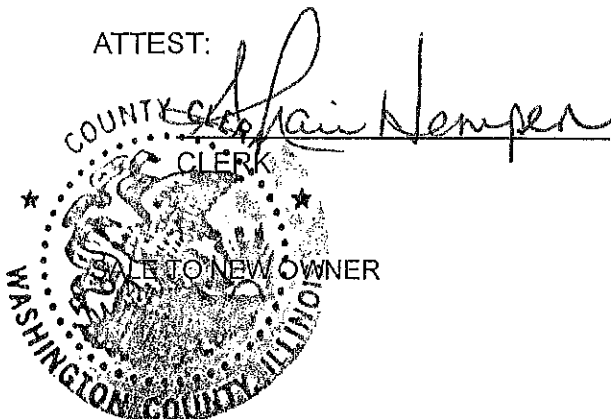
WHEREAS, MFALME EL BEY, has bid \$828.00 for the County's interest, such bid having been presented to the at the same time it having been determined by the and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$78.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$828.00.

WHEREAS, your recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF WASHINGTON COUNTY, ILLINOIS, that the Chairman of the Board of Washington County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Washington County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9 day of June, 2026

ATTEST:



David A. Meyer  
COUNTY BOARD CHAIRMAN



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

Phone: (618) 327-3075

Fax: (618) 327-7281

**Monthly Report**

**Receipts/Billing**

May Income from Fees \$ 108,865.18 – **5yr Average** = \$ 76,318.50

2025 NET Income from Power Truck Shift - \$ 112,468.71

2026 NET Income from Power Truck Shift - \$ 49,624.87

**Awarded 2026 Small Equipment Grant for \$ 26,000.00**

**Total Expenses**

May Bills \$ 63,373.73

May Salaries \$ 74,613.05

|                 | <b>Total Calls for FY 2026</b> |   | <b>5yr Average</b> |
|-----------------|--------------------------------|---|--------------------|
| December 2025:  | 245                            | - | 187                |
| January 2026:   | 223                            | - | 177                |
| February 2026:  | 188                            | - | 162                |
| March 2026:     | 205                            | - | 183                |
| April 2026:     | 204                            | - | 185                |
| May 2026:       | 213                            | - | 178                |
| June 2026:      |                                | - |                    |
| July 2026:      |                                | - |                    |
| August 2026:    |                                | - |                    |
| September 2026: |                                | - |                    |
| October 2026:   |                                | - |                    |
| November 2026:  |                                | - |                    |

**2026 Totals: 1,278**



2026-127

Using Federal Funds? ☐ Yes ☒ No

Using State Funds (Non-MFT/TBP)? ☐ Yes ☒ No

Agreement For

MFT/TBP - PE

Agreement Type

Original

LOCAL PUBLIC AGENCY

|                                      |               |                |                                        |
|--------------------------------------|---------------|----------------|----------------------------------------|
| Local Public Agency                  | County        | Section Number | Job Number                             |
| Washington County Highway Department | Washington    | 25-00099-00-PV |                                        |
| 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 |
| County Highway 12      | FAS 833   | 5.5    |                  |
| Location Termini       |           |        | Add Location     |
| IL 15 to IL 177        |           |        | Remove Location  |

Project Description

3R resurfacing and 2' HMA shoulder installation along County Highway 12 from IL 15 to IL 177, excluding the city limits of Venedy. The total net length of the project is 5.5 miles.

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☒ State ☒ Other Federal STR, State SMA, Local Match

AGREEMENT FOR

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

CONSULTANT

|                                   |                   |                |                             |
|-----------------------------------|-------------------|----------------|-----------------------------|
| Prime Consultant (Firm) Name      | Contact Name      | Phone Number   | Email                       |
| Henry, Meisenheimer, & Gende, 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

## AGREEMENT EXHIBITS

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

- ☒ EXHIBIT 1: Scope of Services
- ☒ EXHIBIT 2: Project Schedule
- ☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT 4: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT \_\_\_\_ : Direct Costs Summary Sheet
- ☒ EXHIBIT 5: HMG scope of services
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### I. THE ENGINEER AGREES.

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 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 1 (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 1 (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 3).
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. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (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 and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. 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 |
|-----------------------------------|--------------------|------------------|
| Henry, Meisenheimer, & Gende, Inc | 37-0895414         | \$45,449.00      |
| Subconsultants                    | TIN/FEIN/SS Number | Agreement Amount |
|                                   |                    |                  |
| Subconsultant Total               |                    |                  |
| Prime Consultant Total            |                    | \$45,449.00      |
| Total for all work                |                    | \$45,449.00      |

AGREEMENT SIGNATURES

Executed by the LPA:

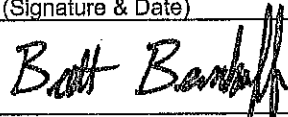
|                           |     |                          |                                         |
|---------------------------|-----|--------------------------|-----------------------------------------|
| Local Public Agency Type  |     | Local Public Agency      |                                         |
| Attest:                   | The | County                   | of Washington County Highway Department |
| By (Signature & Date)     |     | By (Signature & Date)    |                                         |
| <div></div>               |     | <div></div>              |                                         |
| Local Public Agency       |     | Local Public Agency Type |                                         |
| Washington County Highway |     | County Clerk             |                                         |
|                           |     | Title                    |                                         |
|                           |     | <div></div>              |                                         |

(SEAL)

Executed by the ENGINEER:

|                              |                                   |
|------------------------------|-----------------------------------|
| Prime Consultant (Firm) Name |                                   |
| Attest:                      | Henry, Meisenheimer, & Gende, Inc |

|                                                                                   |          |
|-----------------------------------------------------------------------------------|----------|
| By (Signature & Date)                                                             |          |
|  | 5/7/2026 |
| Title                                                                             |          |
| President                                                                         |          |

|                                                                                    |        |
|------------------------------------------------------------------------------------|--------|
| By (Signature & Date)                                                              |        |
|  | 5/7/26 |
| Title                                                                              |        |
| Executive Vice President                                                           |        |

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

AGREEMENT SIGNATURES

Executed by the LPA:

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

By (Signature & Date)

Shari Henger 6-9-26

By (Signature & Date)

David A. Meyer 6-9-26

Local Public Agency

Washington County Highw

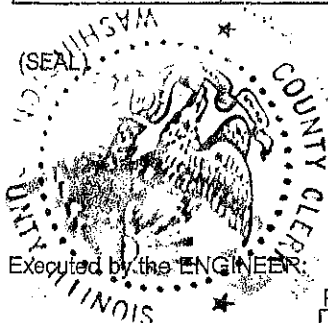
Local Public Agency Type

County

Clerk

Title

County Board Chairman



Executed by the ENGINEER

Prime Consultant (Firm) Name

Henry, Meisenheimer, & Gende, Inc

Attest:

By (Signature & Date)

Beth Bankoff 5/7/2026

Title

President

By (Signature & Date)

Beth Bankoff 5/7/26

Title

Executive Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

|                               |                               |            |                |
|-------------------------------|-------------------------------|------------|----------------|
| Local Public Agency           | Prime Consultant (Firm) Name  | County     | Section Number |
| Washington County Highway Dep | Henry, Meisenheimer, & Gende, | Washington | 25-00099-00-PV |

**EXHIBIT 1  
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

The project scope will include Phase I and Phase II design engineering services to construct a 3R resurfacing and shoulder widening project along County Highway 12 as outlined in Exhibits D and E.

**Scope:**

1. IDOT/FHWA Coordination
2. Project development report, including ESR submittal to be processed by IDOT
3. Preliminary roadway design
4. Final roadway design (PSE)

If required, geometric details, wetland impact evaluations, and/or PESA correspondence will be billed hourly.

|                               |                               |            |                |
|-------------------------------|-------------------------------|------------|----------------|
| Local Public Agency           | Prime Consultant (Firm) Name  | County     | Section Number |
| Washington County Highway Dep | Henry, Meisenheimer, & Gende, | Washington | 25-00099-00-PV |

**EXHIBIT 2  
PROJECT SCHEDULE**

**Anticipated Project Schedule:**

Notice to Proceed - June 2026  
Phase 1 Design Approval - January 2027  
Phase 2 Design Approval - July 2027  
Letting - July 2028

|                               |                               |            |                |
|-------------------------------|-------------------------------|------------|----------------|
| Local Public Agency           | Prime Consultant (Firm) Name  | County     | Section Number |
| Washington County Highway Dep | Henry, Meisenheimer, & Gende, | Washington | 25-00099-00-PV |

**Exhibit 3**  
**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. 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 checked="" type="checkbox"/> |
| 16                                                     | LPA is a home rule community (Exempt from QBS).                                                                                                                                                                                                                          | <input type="checkbox"/> | <input type="checkbox"/>            |



Illinois Department  
of Transportation

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

|                                      |              |                |
|--------------------------------------|--------------|----------------|
| Local Public Agency                  | County       | Section Number |
| Washington County Highway Department | Washington   | 25-00099-00-PV |
| Prime Consultant (Firm) Name         | Prepared By  | Date           |
| HMG Engineers, Inc.                  | Jaylen Knapp | 5/5/2026       |
| Consultant / Subconsultant Name      | 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

|  |
|--|
|  |
|--|

PAYROLL ESCALATION TABLE

|               |           |                   |         |
|---------------|-----------|-------------------|---------|
| CONTRACT TERM | 13 MONTHS | OVERHEAD RATE     | 173.69% |
| START DATE    | 6/1/2026  | COMPLEXITY FACTOR | 0       |
| RAISE DATE    | 1/1/2027  | % OF RAISE        | 3.00%   |
| END DATE      | 6/30/2027 |                   |         |

ESCALATION PER YEAR

| Year | First Date | Last Date | Months | % of Contract |
|------|------------|-----------|--------|---------------|
| 0    | 6/1/2026   | 1/1/2027  | 7      | 53.85%        |
| 1    | 1/2/2027   | 7/1/2027  | 6      | 47.54%        |

The total escalation = 1.38%

Section Number

25-00099-00-PV

**Job Number**

## PAYROLL RATES

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

|                      |       |
|----------------------|-------|
| MAXIMUM PAYROLL RATE | 90.00 |
| ESCALATION FACTOR    | 1.38% |

**JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.**

[illegible]



**Local Public Agency**  
 Washington County Highway Department  
**Consultant / Subconsultant Name**

**County**  
 Washington

**Section Number**  
 25-00099-00-PV  
**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         |
|-----------------------------------------------------|---------------------------------------------------------------------------------------|----------|---------------|---------------|
| Per Diem (per Federal GSA)                          | Up to federal maximum                                                                 |          |               | \$0.00        |
| Lodging (per Federal GSA)                           | Actual Cost (Up to Federal rate maximum)                                              |          |               | \$0.00        |
| Lodging Taxes and Fees (per Federal GSA)            | Actual Cost                                                                           |          |               | \$0.00        |
| Air Fare                                            | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval |          |               | \$0.00        |
| Vehicle Mileage (per Federal GSA)                   | Up to Federal rate maximum                                                            |          |               | \$0.00        |
| Vehicle Owned or Leased (no mileage charge allowed) | \$45.00/half day (4 hours or less) or \$90/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        |
| <b>TOTAL DIRECT COSTS:</b>                          |                                                                                       |          |               | <b>\$0.00</b> |

Washington County Highway Department

Washington

25-00099-00-PV

| Consultant / Subconsultant Name |
|---------------------------------|
|---------------------------------|

**Job Number**

# COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE

**173.69%**

**COMPLEXITY FACTOR**

10

[illegible]

Washington County Highway Department

Washington

25-00099-00-PV

**Job Number**

## AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

| PAYROLL<br>CLASSIFICATION | AVG<br>HOURLY<br>RATES | TOTAL PROJ. RATES |            |             | Coordination/Management |            |             | Field Surveys |            |             | Project Development Report |            |             | Roadway Design |            |             | Construction Documents |            |             |
|---------------------------|------------------------|-------------------|------------|-------------|-------------------------|------------|-------------|---------------|------------|-------------|----------------------------|------------|-------------|----------------|------------|-------------|------------------------|------------|-------------|
|                           |                        | Hours             | %<br>Part. | Wgtd<br>Avg | Hours                   | %<br>Part. | Wgtd<br>Avg | Hours         | %<br>Part. | Wgtd<br>Avg | Hours                      | %<br>Part. | Wgtd<br>Avg | Hours          | %<br>Part. | Wgtd<br>Avg | Hours                  | %<br>Part. | Wgtd<br>Avg |
| Principal                 | 90.00                  | 20.0              | 6.54%      | 5.88        | 12                      | 100.00%    | 90.00       |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Engineer VIII             | 83.96                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Engineer V                | 63.37                  | 84.0              | 27.45%     | 17.39       |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Engineer IV               | 59.71                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Engineer II               | 50.34                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Engineer II               | 40.80                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Engineer I                | 38.10                  | 202.0             | 66.01%     | 25.15       |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Surveyor IV               | 71.65                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Technician IV             | 48.00                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Technician III            | 44.29                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Technician III            | 36.12                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| Technician I              | 29.33                  | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
|                           |                        | 0.0               |            |             |                         |            |             |               |            |             |                            |            |             |                |            |             |                        |            |             |
| TOTALS                    |                        | 306.0             | 100%       | \$48.43     | 12.0                    | 100.00%    | \$90.00     | 0.0           | 0%         | \$0.00      | 87.0                       | 100%       | \$47.10     | 137.0          | 100%       | \$44.37     | 60.0                   | 100%       | \$45.26     |

Washington County Highway Department

Washington

25-00099-00-PV

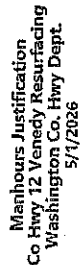
Job Number

## AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**SHEET 2 OF 2**

| PAYROLL<br>CLASSIFICATION | AVG<br>HOURLY<br>RATES | QAQC  |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|---------------------------|------------------------|-------|------------|-------------|-------|------------|-------------|-------|------------|-------------|-------|------------|-------------|-------|------------|-------------|--|
|                           |                        | Hours | %<br>Part. | Wgtd<br>Avg | Hours | %<br>Part. | Wgtd<br>Avg | Hours | %<br>Part. | Wgtd<br>Avg | Hours | %<br>Part. | Wgtd<br>Avg | Hours | %<br>Part. | Wgtd<br>Avg |  |
| Principal                 | 90.00                  | 8     | 80.00%     | 72.00       |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Engineer VIII             | 83.96                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Engineer V                | 63.37                  | 2     | 20.00%     | 12.67       |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Engineer IV               | 59.71                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Engineer II               | 50.34                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Engineer I                | 40.80                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Surveyor IV               | 71.65                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Technician IV             | 49.00                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Technician III            | 44.29                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Technician III            | 36.12                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
| Technician I              | 29.33                  |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       |            |             |  |
|                           |                        |       |            |             |       |            |             |       |            |             |       |            |             |       | </         |             |  |



**Submittals**

- a. print and submit draft for IDOT review
- b. address and respond to review comments
- c. print and submit final report for IDOT approval

| Task                                       | Manhours  |            |            |       | Direct Costs |                  |       |
|--------------------------------------------|-----------|------------|------------|-------|--------------|------------------|-------|
|                                            | Principal | Engineer V | Engineer I | Notes | Direct       | Outside Services | Total |
| 4.1. <b>Design Criteria</b>                |           | 6          | 10         |       |              |                  | 16    |
| a. develop design criteria                 |           | 2          | 2          |       |              |                  | 4     |
| b. existing and proposed typical sections  |           | 2          | 8          |       |              |                  | 10    |
| c. pavement design                         |           | 2          |            |       |              |                  | 2     |
| 4.2. <b>Horizontal Alignment</b>           |           | 22         | 20         |       |              |                  | 42    |
| a. set centerline location                 |           | 8          |            |       |              |                  | 8     |
| b. design layout                           |           | 4          | 12         |       |              |                  | 16    |
| c. review intersection geometrics          |           | 4          | 8          |       |              |                  | 12    |
| d. develop/check superelevation            |           | 6          |            |       |              |                  |       |
| 4.4. <b>Preliminary Design Development</b> |           |            |            |       |              |                  |       |
| a. signage and pavement markings           |           | 2          | 8          |       |              |                  | 10    |
| b. earthwork calculations                  |           | 4          | 4          |       |              |                  | 8     |
| c. develop construction staging            |           | 4          |            |       |              |                  | 4     |
| 4.5. <b>Preliminary Plan Development</b>   |           | 6          | 73         |       |              |                  | 79    |
| a. cover sheet                             |           |            | 4          |       |              |                  | 4     |
| b. general notes                           |           |            | 4          |       |              |                  | 4     |
| c. typical sections                        |           |            | 16         |       |              |                  | 16    |
| d. pay items and quantities                |           | 6          | 25         |       |              |                  | 31    |
| e. plan and profile sheets                 |           |            | 16         |       |              |                  | 16    |
| f. intersection details                    |           |            | 4          |       |              |                  | 4     |
| g. construction details                    |           |            | 4          |       |              |                  | 4     |
| 5.1. <b>Final Design Documents</b>         |           | 3          | 3          |       |              |                  | 6     |
| a. final plan field visit                  |           | 3          | 3          |       |              |                  | 6     |
| 5.2. <b>Contract Documents</b>             |           | 5          | 28         |       |              |                  | 34    |
| a. check sheets                            |           |            | 4          |       |              |                  | 4     |
| b. supplemental specifications             |           |            | 2          |       |              |                  | 2     |
| c. SDE special provisions                  |           |            | 2          |       |              |                  | 2     |
| d. special provisions                      |           | 4          | 8          |       |              |                  | 12    |
| e. estimate of time                        |           |            | 4          |       |              |                  | 4     |
| f. estimate of cost                        |           | 2          | 6          |       |              |                  | 8     |
| 5.3. <b>Submittals</b>                     |           | 5          | 12         |       |              |                  | 17    |
| a. pre-final PSE submittal                 |           | 3          |            |       |              |                  | 3     |
| b. address DOT review comments             |           | 2          | 12         |       |              |                  | 14    |
| c. final PSE submittal                     |           | 3          |            |       |              |                  | 3     |
| 6.1. <b>Interim Plan Reviews</b>           |           | 8          |            |       |              |                  | 8     |
| a. preliminary review                      |           | 2          |            |       |              |                  | 2     |
| b. preliminary review                      |           | 4          |            |       |              |                  | 4     |
| c. final review                            |           | 4          |            |       |              |                  | 4     |
|                                            | 20        | 84         | 202        |       |              |                  | 306   |

Notes



# WASHINGTON COUNTY SHERIFF'S OFFICE



ROSS J. SCHULTZE  
SHERIFF

## WASHINGTON COUNTY SHERIFF'S OFFICE MONTHLY REPORT OF FEES AND ACTIVITY

Month: May Year: 026

I, Charles Carroll, Chief Deputy of Washington County, Illinois, certify that the following represents a true and complete report of the earnings and activity of the Washington County Sheriff's Office for the month listed above.

### Financial Summary

|                   |               |
|-------------------|---------------|
| Dieting Prisoners | \$ 2385.33    |
| Patrol Mileage    | \$ 8077.20    |
| Salaries          | \$ 178,422.06 |
| Bills             | \$ 50435.66   |
| Federal Housing   | \$ 21,000.00  |
| Federal Transport | \$ 187.40     |

### Law Enforcement Activity

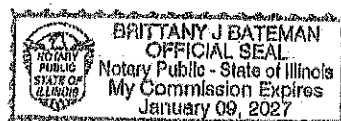
|                         |     |
|-------------------------|-----|
| Motor Vehicle Accidents | 37  |
| Burglaries / Thefts     | 3   |
| Domestic Incidents      | 9   |
| Traffic Stops           | 129 |
| Criminal Arrests        | 28  |
| Traffic Arrests         | 34  |
| Traffic Warnings        | 108 |
| County Inmates          | 6   |
| Federal Inmates         | 8   |

Charles Carroll  
Chief Deputy, Washington County

### Notary Acknowledgment

I, Brittany Bateman attest that the above signature is that of Charles Carroll, Chief Deputy of Washington County, and was signed in my presence on the 9th day of June 2026.

Notary Public



**STATE'S ATTORNEY'S REPORT**

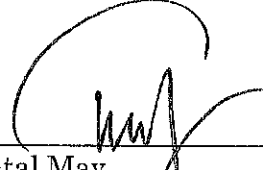
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to her from May 1, 2026, to May 31, 2026.

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

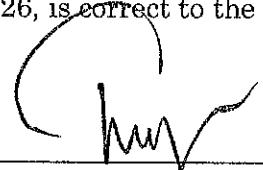
**REPORT OF FEES COLLECTED AND PAID**

|                                                   |           |
|---------------------------------------------------|-----------|
| May 2026 – State's Attorney General Fund:         | \$ 241.37 |
| May 2026 – State's Attorney Drug Prevention Fund: | \$ 6.25   |
| May 2026 – State's Attorney Automation Fund:      | \$ 69.75  |
| May 2026 – Restitution Received:                  | \$ 77.28  |

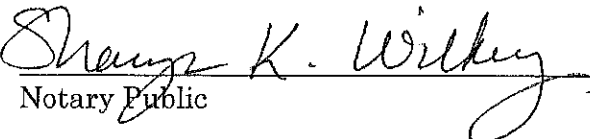
  
\_\_\_\_\_  
Crystal May  
Washington County State's Attorney  
Washington County Judicial Center  
125 E. Elm St., Nashville, IL 62263  
(618) 327-4800 ext. 320

State of Illinois                    )  
                                              ) ss.  
County of Washington         )

I, Crystal May, State's Attorney for Washington County being first duly sworn on oath, depose and say that the foregoing report of receipts and disbursements of the Office of the State's Attorney from May 1, 2026, to May 31, 2026, is correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Crystal May

Subscribed and sworn to before me this 5 day of June, 2026.

  
\_\_\_\_\_  
Notary Public



## CASH BALANCES AS OF MAY 31, 2026

| Account Number | Description                    | Beg Balance  | Receipts   | Disbursements | End Balance  |
|----------------|--------------------------------|--------------|------------|---------------|--------------|
|                | GENERAL FUND CHECKING          | 659,828.54   | 497,348.50 | 836,521.06    | 320,655.98   |
|                | TOTAL FUNDS:GENERAL FUND       | 659,828.54   | 497,348.50 | 836,521.06    | 320,655.98   |
|                | GENERAL FUND INVESTMENTS       | 119,222.34   | 398.02     | 0.00          | 119,620.36   |
|                | VETERANS ASSISTANCE BALANCE    | -17,381.15   | 0.00       | 7,260.69      | -24,641.84   |
|                | DRUG ENF TASK FORCE BALANCE    | 418.72       | 0.00       | 0.00          | 418.72       |
|                | HEALTH DEPARTMENT BALANCE      | 520,187.10   | 34,450.47  | 42,555.92     | 512,081.65   |
|                | WASH CO. EMERG SERVICE BALAN   | 614,864.44   | 111,484.61 | 208,990.40    | 517,358.65   |
|                | IMRF & SOCIAL SECURITY BALAN   | 2,810,204.45 | 128,819.22 | 202,622.74    | 2,736,400.93 |
|                | RECORDER'S AUTOMATION BALANCE  | 33,082.68    | 1,354.41   | 0.00          | 34,437.09    |
|                | COUNTY COURT FUND BALANCE      | 219,403.68   | 929.23     | 1,343.88      | 218,989.03   |
|                | AUTOMATION BALANCE             | 182,258.13   | 1,047.50   | 0.00          | 183,305.63   |
|                | LAW LIBRARY BALANCE            | 5,006.35     | 405.26     | 1,136.93      | 4,274.68     |
|                | CHILD SUPPORT BALANCE          | 149,156.72   | 55.59      | 0.00          | 149,212.31   |
|                | PROBATION BALANCE              | 272,865.62   | 1,913.25   | 0.00          | 274,778.87   |
|                | L. DUECKER BALANCE             | 1,913.81     | 0.00       | 1,913.81      | 0.00         |
|                | DUI EQUIPMENT BALANCE          | 17,433.56    | 100.53     | 4,091.98      | 13,442.11    |
|                | EMINENT DOMAIN BALANCE         | 0.00         | 0.00       | 0.00          | 0.00         |
|                | SHERIFF'S DRUG BALANCE         | 59,386.00    | 1,012.06   | 3,647.30      | 56,750.76    |
|                | TAX SALE AUTOMATION BALANCE    | 39,680.23    | 11.41      | 0.00          | 39,691.64    |
|                | INDEMNITY BALANCE              | 105,352.82   | 43.29      | 11,544.88     | 93,851.23    |
|                | INHERITANCE BALANCE            | 0.00         | 0.00       | 0.00          | 0.00         |
|                | UNKNOWN HEIRS BALANCE          | 0.00         | 0.00       | 0.00          | 0.00         |
|                | COUNTY HIGHWAY BALANCE         | 1,702,003.73 | 1,463.62   | 90,425.18     | 1,613,042.17 |
|                | COUNTY BRIDGE BALANCE          | 1,002,990.26 | 806.22     | 23,581.66     | 980,214.82   |
|                | MATCHING FUNDS BALANCE         | 1,668,131.64 | 806.23     | 0.00          | 1,668,937.87 |
|                | COUNTY MOTOR FUEL TAX BALANCE  | 2,404,184.83 | 40,341.61  | 22,370.40     | 2,422,156.04 |
|                | ROAD DIST MOTOR FUEL BALANCE   | 3,430,839.81 | 123,164.03 | 44,241.91     | 3,509,761.93 |
|                | TOWNSHIP BRIDGE BALANCE        | 150,522.56   | 3.71       | 0.00          | 150,526.27   |
|                | WASH. COUNTY TORT LIABILITY    | 1,157,723.10 | 0.00       | 0.00          | 1,157,723.10 |
|                | SOLID WASTE PROGRAM            | 1,029.48     | 0.00       | 243.00        | 786.48       |
|                | STATES ATTORNEY DRUG PREVENT   | 48,922.90    | 27.21      | 0.00          | 48,950.11    |
|                | SECURITY FEES FUND             | 12,812.43    | 2,248.89   | 0.00          | 15,061.32    |
|                | SALE IN ERROR FUND             | 141,520.90   | 58.16      | 2,695.18      | 138,883.88   |
|                | DOCUMENT STORAGE FUND          | 382,097.76   | 1,064.10   | 0.00          | 383,161.86   |
|                | RECORDERS SPECIAL FUND         | 22,011.98    | 169.00     | 0.00          | 22,180.98    |
|                | G.I.S. MAPPING FUND            | 97,351.79    | 3,213.39   | 0.00          | 100,565.18   |
|                | CLERK OPERATIONS ADD-ONS       | 79,102.99    | 1,090.05   | 0.00          | 80,193.04    |
|                | POLICE VEHICLE FUND            | 4.89         | 0.11       | 0.00          | 5.00         |
|                | WASH CO PET POPULATION         | 5,398.53     | 250.00     | 0.00          | 5,648.53     |
|                | CONTROL FUND                   |              |            |               |              |
|                | PRARIE STATE REVENUE FUND      | 4,619,743.98 | 1,767.50   | 0.00          | 4,621,511.48 |
|                | DOG AND CAT WELFARE FUND       | 67,395.06    | 5,870.00   | 5,149.50      | 68,115.56    |
|                | CORONERS FUND                  | 6,162.12     | 200.00     | 1,989.24      | 4,372.88     |
|                | GENERAL OBLIGATIONS BONDS 2010 | 0.00         | 0.00       | 0.00          | 0.00         |
|                | ELECTRONIC CITATION FUND       | 10,836.65    | 29.60      | 0.00          | 10,866.25    |
|                | DEBT SERVICE FUND              | 0.00         | 0.00       | 0.00          | 0.00         |
|                | STATE'S ATTORNEY AUTOMATION    | 23,986.20    | 56.25      | 0.00          | 24,042.45    |
|                | CO CLERK DOCUMENT STORAGE      | 34,342.00    | 507.00     | 0.00          | 34,849.00    |

# WASHINGTON COUNTY BUDGETARY STATUS

Fund 001 COUNTY GENERAL FUND

WASHINGTON COUNTY

Department

Period Ending Date: May 31, 2026

| Account Number                 | Previous Actual | Original Budget | Adjustments to Budget | Current Total Budget | Month-to-date Actual | Current Year-to-date Actual | Current Budget Balance | Percentage Spent/Received |
|--------------------------------|-----------------|-----------------|-----------------------|----------------------|----------------------|-----------------------------|------------------------|---------------------------|
| Fund 001 COUNTY GENERAL FUND   |                 |                 |                       |                      |                      |                             |                        |                           |
| Fiscal Year 2026               |                 |                 |                       |                      |                      |                             |                        |                           |
| Department 00                  |                 |                 |                       |                      |                      |                             |                        |                           |
| Revenues                       |                 |                 |                       |                      |                      |                             |                        |                           |
| 00-401.00                      | 2,770,216.00    | 3,096,718.58    | 0.00                  | 3,096,718.58         | 0.00                 | 80,024.00                   | 3,016,694.58           | 2.58%                     |
| COUNTY PROPERTY TAXES          |                 |                 |                       |                      |                      |                             |                        |                           |
| 00-402.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| COUNTY PROPERTY TAXES PRIOR    | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-402.01                      |                 |                 |                       |                      |                      |                             |                        |                           |
| INT ON PROPERTY TAX -PRIOR YRS | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-403.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| INTEREST ON PROPERTY TAXES     | 50,865.02       | 0.00            | 0.00                  | 0.00                 | 0.00                 | 45,623.42                   | -45,623.42             | 100.00%                   |
| 00-404.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| MOBILE HOME TAX                | 808.56          | 0.00            | 0.00                  | 0.00                 | 0.00                 | 1,395.81                    | -1,395.81              | 100.00%                   |
| 00-404.01                      |                 |                 |                       |                      |                      |                             |                        |                           |
| INTEREST ON MOBILE HOME TAX    | 1,577.30        | 0.00            | 0.00                  | 0.00                 | 0.00                 | 5,885.70                    | -5,885.70              | 100.00%                   |
| 00-405.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| SALES TAX/USE TAX              | 1,270,573.81    | 1,237,000.00    | 0.00                  | 1,237,000.00         | 75,925.83            | 605,659.58                  | 631,340.42             | 48.96%                    |
| 00-411.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| STATE INCOME TAX               | 1,118,942.11    | 1,145,000.00    | 0.00                  | 1,145,000.00         | 193,387.70           | 652,424.93                  | 492,575.07             | 56.98%                    |
| 00-412.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| REPLACEMENT TAX                | 275,143.68      | 305,112.00      | 0.00                  | 305,112.00           | 59,225.66            | 144,024.49                  | 161,087.51             | 47.20%                    |
| 00-413.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| CORONER GRANT                  | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-413.01                      |                 |                 |                       |                      |                      |                             |                        |                           |
| ENERGY GRANT                   | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-413.02                      |                 |                 |                       |                      |                      |                             |                        |                           |
| HAZARD MITIGATION GRANT        | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-413.99                      |                 |                 |                       |                      |                      |                             |                        |                           |
| GRANT INCOME: COVID RELIEF     | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-414.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| PLAT BOOK SALES                | 1,220.00        | 0.00            | 0.00                  | 0.00                 | 0.00                 | 185.00                      | -185.00                | 100.00%                   |
| 00-415.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| ASSESSORS SALARY REIMBURSE     | 14,122.28       | 32,600.00       | 0.00                  | 32,600.00            | 2,664.58             | 15,987.48                   | 16,612.52              | 49.04%                    |
| 00-415.01                      |                 |                 |                       |                      |                      |                             |                        |                           |
| COUNTY BOARD REIMBURSEMENT     | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-416.00                      |                 |                 |                       |                      |                      |                             |                        |                           |
| STATES ATTY REIMBURSEMENTS     | 147,043.20      | 135,892.65      | 0.00                  | 135,892.65           | 12,863.98            | 77,183.88                   | 58,708.77              | 56.80%                    |
| 00-416.01                      |                 |                 |                       |                      |                      |                             |                        |                           |
| STATES ATTY GRANT ADVOCATE     | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |
| 00-416.02                      |                 |                 |                       |                      |                      |                             |                        |                           |
| STATES ATTORNEY DUI PROSECUT   | 0.00            | 0.00            | 0.00                  | 0.00                 | 0.00                 | 0.00                        | 0.00                   | 0.00%                     |



## Washington County Zoning Office

125 W. St. Louis St.  
Nashville, IL 62263  
618-327-4800 xt. 345

Krystal Althoff – Zoning Administrator

[Krystal.althoff@washingtonco.illinois.gov](mailto:Krystal.althoff@washingtonco.illinois.gov)

### **Zoning Office and EMA Office Report**

#### **Solar Projects**

- The Gatehouse Energy Storage Facility hearing concluded on 6/2/26. It did not receive a favorable recommendation from the ZBA by a vote of 5 to 2.
- The other solar projects in the County are slowly moving forward as expected.
- 1 variance request has been received from Addison Solar (Aholt project). The variance is requesting they be allowed to run conduit for wiring on top of the ground rather than disturb the ground by burying it.

#### **Zoning/EMA**

- 6-Building Permits have been issued.
- 4-Building Permits are in process.
- 4-Zoning Map Amendments are being processed and are awaiting the next available hearing (June 25th).
- 2-Variance Requests are awaiting the next available hearing. One of which is Addison Solar listed above, the remaining variance request is to alter the setback requirements on the property.
- Cleaning and Organizing continue in the office, this will be an ongoing process as time allows. But progress is being made.
- I have issued 2 ordinance violations; one in Beaucoup is moving fast on the work needed. The remaining violation on Highline Road in Ashley had been given an extension on time to complete the task of cleaning up but that time is almost expired (6/15/26) and I can see no changes in the property after my visit last week.
- EMA – Vehicles – 1 Squad Car and the Truck have been listed for sealed bids to be opened on July 7th. The remaining Squad Car is in use for Zoning/EMA purposes until the others sell and a new vehicle is purchased.
- EMA – State of Illinois EMA Representatives visited on 5/13 for introductions. They provided information about services offered through the State in the event of a disaster and points of contact as well as training information.

WASHINGTON COUNTY, ILLINOIS  
ORDINANCE NO. 2026- 130

REGARDING THE SPECIAL USE PERMIT APPLICATION OF GATEHOUSE ENERGY STORAGE LLC  
TO CONSTRUCT AND OPERATE A COMMERCIAL BATTERY ENERGY STORAGE SYSTEM  
PARCELS: 05-19-12-300-004 and 05-19-12-300-008

**WHEREAS**, Applicant Gatehouse Energy Storage LLC applied for a Special Use Permit to construct and operate a Commercial Battery Energy Storage System comprising of up to a nameplate capacity of 185 megawatts of AC with an energy storage capacity of 740 megawatt-hours on approximately 60 acres of land (approximately 50 acres will be utilized) on the above referenced parcels in Washington County, Illinois (the "Project");

**WHEREAS**, the Special Use Permit Application of Gatehouse Energy Storage LLC was noticed for public hearing pursuant to 55 ILCS 5/5-12009.5 of the Illinois Counties Code;

**WHEREAS**, the Washington County Zoning Board of Appeals (the "ZBA") held a public hearing regarding the Project on April 23, 2026, May 28, 2026 and June 2, 2026;

**WHEREAS**, the ZBA heard evidence regarding the Special Use Permit Application for the Project and made Findings of Fact and recommended Conditions to ensure compliance with the law and for the health, safety, and welfare of the community;

**WHEREAS**, the County Board has reviewed the Findings of Fact and Recommended Conditions and adopts the Conditions as part of this Ordinance of approval; and

**NOW, THEREFORE, BE IT ORDAINED** by the Washington County Board that the Findings of Fact are adopted hereto, and that the Special Use Permit Application of Gatehouse Energy Storage, LLC is approved subject to the Conditions and continued compliance with all applicable ordinances, conditions, state and federal law and regulations. For purposes of this Ordinance, the Washington County Battery Energy Storage Systems Ordinance, adopted September 29, 2025, is incorporated as Exhibit A, and the Conditions of Approval are incorporated as Exhibit B.

**PRESENTED, APPROVED, AND ADOPTED** by the County Board of Washington County, Illinois, this 9th day of June 2026, by a vote of 8 ayes, 6 nays, and 1 absent.

ATTEST:

*[Signature]*  
Clerk, Washington County Board



*[Signature]*  
Chair, Washington County Board

\*\*\*END OF DOCUMENT\*\*\*

## **EXHIBIT A**

**Washington County Battery Energy Storage Facilities  
Ordinance adopted and passed September 29, 2025**

## WASHINGTON COUNTY BATTERY ENERGY STORAGE SYSTEMS ORDINANCE

### ➤ CHAPTER NO 1 : BATTERY ENERGY STORAGE SYSTEMS (BESS)

- 01 – Authority
- 02 – Purpose
- 03 – Definitions
- 04 – Applicability
- 05 – Prohibition
- 06 – General Requirements
- 07 – Special Use Permit Application
- 08 – Design and Installation
- 09 – Operation
- 10 – Liability Insurance and Indemnification
- 11 – Decommissioning
- 12 – Hearing Facilitator
- 13 – Hearing Factors
- 14 – Fee Schedule and Permitting Processes
- 15 – Defaults and Remedies
- 16 – Interpretation
- 17 – Severability

#### **§ 01 – AUTHORITY.**

This ordinance is adopted pursuant to Section 5/5-12001 of the Illinois Counties Code (55 ILCS 5/5-12001), which authorizes Washington County to adopt zoning provisions that advance and protect the public health, safety, morals, comfort, and general welfare of the community.

#### **§ 02 – PURPOSE.**

This ordinance is adopted to advance and protect the public health, safety, morals, comfort, and general welfare of Washington County and its residents by creating regulations for the installation and use of battery energy storage systems (BESS), with the following objectives:

- A. To provide a regulatory scheme for the designation of properties suitable for the location, construction, and operation of any BESS;
- B. To ensure compatible land uses in the vicinity of the areas affected by any BESS;
- C. To mitigate the impacts of any BESS on environmental resources such as important agricultural lands, forests, wetlands, wildlife, and other protected lands and resources; and
- D. To create synergy between BESS development and other goals of the County and its comprehensive plan.

#### **§ 03 – DEFINITIONS.**

As used in this ordinance, the following terms shall have the meaning indicated:

*ANSI: means the American National Standards Institute.*

**APPLICANT:** means the entity who submits to the county a special use permit application for the siting and operation of any battery energy storage system (BESS).

**AUTHORIZED AGENT:** means personnel authorized by the county board.

**BATTERY(IES):** means a single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically or otherwise. For the purposes of this ordinance, batteries utilized in consumer products are excluded from these requirements.

**BATTERY ENERGY STORAGE MANAGEMENT SYSTEM:** means an electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

**BATTERY ENERGY STORAGE SYSTEM(S) (BESS):** means an energy storage system that can store and deploy generated energy, typically a group of batteries that charge (i.e., collect energy) and store electrical energy from the grid or energy generation facility and then discharge that energy at a later time to provide electricity or other grid services when needed. BESS generally consist of batteries, battery storage containers, racking systems, on-site switchyards, inverters, associated interconnection transmission lines, and supervisory control and data acquisition systems.

(1) **TIER 1** – an energy storage system that has an aggregate energy capacity less than or equal to 600 kWh (kilowatt hours) and, if in a room or enclosed area, consists of only a single energy storage system technology, which is a rechargeable BESS used to provide standby or emergency power and/or uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence on site, farm operation on site, or other business on site.

(2) **TIER 2** – an energy storage system that has an aggregate energy capacity greater than 600 kWh (kilowatt hours) or is comprised of more than one battery storage system technology in a room or enclosed area.

**CAPABILITY:** means the ability, knowledge, experience, resources, and financial viability to complete the project.

**CELL:** means the basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

**COMMISSIONING:** means the systematic process that provides documented confirmation that a BESS functions according to the intended design criteria and complies with applicable code requirements.

**DECOMMISSIONING:** means to return the property or site back to its pre-installation state or better as approved by a decommissioning plan entered into with the county.

**DEDICATED-USE BUILDING:** means a building that is built for the primary purpose of housing BESS equipment, and complies with the following:

- (1) The building's only use is battery energy storage, energy generation, and other electrical grid-related operations.
- (2) No other occupancy types are permitted in the building.
- (3) Occupants in the rooms and areas containing a BESS are limited to personnel that operate, maintain, service, test, and repair the BESS and other energy systems.
- (4) Administrative and support personnel are permitted in areas within the buildings that do not contain a BESS, provided the following:
  - a. The areas do not occupy more than 10% of the building area of the story in which they are located.
  - b. A means of egress is provided from the administrative and support use areas to the public way that does not require occupants to traverse through areas containing a BESS or other energy system equipment.

**DISTANCE:** means the extent or amount of space between points, measured in the unit of feet and on a level plane.

**ENERGY CODE:** means the Illinois Power Agency Act (20 ILCS 3855/1-1 et seq.), as currently in effect and as hereafter amended from time to time.

**FINANCIAL ASSURANCE:** means reasonable assurance from a credit worthy party satisfactory to the county, and in the form of a bond, an irrevocable letter of credit, or a cash escrow that any and all damages due to construction, operation, maintenance, and/or commissioning related to the BESS project will be repaired and/or that the project will be fully decommissioned.

**FIRE CODE:** means the fire code as adopted by the State of Illinois, as currently in effect and as hereafter amended from time to time.

**HAZARDOUS FACILITY:** means a commercial facility which contains a heightened risk of fire or explosion or handles any substance that has the potential to negatively impact the surrounding environment if mishandled. this includes but not limited to commercial sites that store fertilizer, commercial natural gas storage, and commercial grain elevators.

**HEARING FACILITATOR:** means a hearing facilitator, not affiliated with any pro-BESS or anti-BESS group, which the county may unilaterally engage the services of to preside over any required hearings resulting from an application related to the siting of a BESS.

**LICENSED PROFESSIONAL ENGINEER:** means a qualified individual who is licensed as a professional engineer in the State of Illinois.

**LICENSED STRUCTURAL ENGINEER:** means a qualified individual who is licensed as a structural engineer in the State of Illinois.

**LIKE-KIND REPLACEMENT:** means a BESS or associated equipment which meets or exceeds the standards and specifications of the BESS or equipment being replaced and complies with the applicable terms and conditions of this ordinance.

**NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL):** means a United States Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry Occupational Safety

and Health Administration (OSHA) electrical standards.

**NEC:** means the National Electric Code.

**NFPA:** means the National Fire Protection Association.

**NON-PARTICIPATING PROPERTY:** means any property that is not a participating property.

**NON-PARTICIPATING RESIDENCE:** means any residence located on non-participating property and that is existing and occupied on the date that a special use permit application is filed with the county.

**OCCUPIED COMMUNITY BUILDING:** means any one or more of the following buildings that is existing and occupied on the date that a special use permit application is filed with the county: a school, place of worship, day care facility, public library, or community center.

**OPERATING PERMIT:** means a permit that must be issued (according to approval by the county's zoning administrator) after the construction of any BESS is substantially complete and prior to the commercial operation date of the BESS, in order to store and sell energy.

**OPERATOR:** means the entity responsible for the day-to-day operation and maintenance of the BESS and associated equipment, including any third-party subcontractors.

**OWNER:** means entity with a direct ownership interest in the BESS, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the BESS including respective successors and assignees, or an entity that becomes an owner through foreclosure. Owner does not mean the property owner from which land is leased for locating the BESS unless the property owner has an equity interest in the BESS, or any person holding a security interest in the BESS solely to secure an extension of credit.

**PARTICIPATING PROPERTY:** means a BESS host property or any real property that is the subject of a written agreement that provides the BESS owner an easement, option, lease, or license to use the real property for the purpose of constructing a BESS or associated equipment/supporting facilities on the property.

**PRIMARY STRUCTURE:** means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons, including, but not limited to, structures such as residences, commercial buildings, hospitals, churches, day care facilities, schools, and agricultural buildings/structures.

**SPECIAL USE PERMIT:** means a permit approved by the county board, after public hearing on a complete written application, allowing a particular use at a specified location subject to compliance with certain specified special conditions as may be required by the county board.

#### **§ 04 – APPLICABILITY.**

The requirements of this ordinance shall apply to any BESS permitted, installed, or modified in Washington county after the effective date of this ordinance. Any BESS connected or integrated into a commercial solar energy facility or commercial wind energy facility shall be governed by the requirements of all applicable solar or wind ordinances.

Modifications to, retrofits, or replacements of an existing BESS that increase the total designed discharge duration or power rating shall be subject to this ordinance. Any BESS that intends to modify, retrofit, or replace any existing equipment which increases the designed discharge duration or power rating must apply for an amended special use permit prior to modifying, retrofitting, or replacing said equipment.

**Tier 1 BESS.** Tier 1 BESS are permitted in all zoning districts. Tier 1 BESS must apply for and be issued a building permit prior to installation/construction. Prior to operation of any Tier 1 BESS, a safety inspection must be completed at the owner's expense and performed by a contractor selected by the county. **Tier 1 BESS are subject to the requirements of this ordinance only as specifically stated herein.**

**Tier 2 BESS.** Tier 2 BESS are only permitted in agricultural or industrial-zoned districts. Tier 2 BESS must apply for and be issued a special use permit, a building permit prior to construction, and an operating permit prior to commercial operation. **Tier 2 BESS are subject to all requirements of this ordinance except as specifically stated herein.**

#### **§ 05 – PROHIBITION.**

No BESS governed by this ordinance shall be transported, constructed, erected, installed, located, or operated within Washington county, unless:

- A. A special use permit has been granted by the county board and a building permit has been issued for each individual BESS or for a group of BESS under a joint siting application pursuant to this ordinance.
- B. All road use agreements and decommissioning agreements have been entered into with each applicable governmental agency and all required financial assurances have been posted and provided to the county/applicable governmental agency.

#### **§ 06 – GENERAL REQUIREMENTS.**

Following the granting of a special use permit by Washington county board, and compliance with any and all conditions is met, the applicant is eligible to apply for a building permit(s) for the project.

An interconnection agreement must be completed with the electric utility in whose service territory the project is located prior to the issuance of any building permit(s).

Actual on-site construction must commence within one (1) year of the granting of a special use permit, otherwise any permit(s) previously issued will no longer be valid.

The failure to obtain the required building permit(s) or other permit(s) shall be a violation of this ordinance. A building permit shall be issued only after an application is submitted for the building permit and approval has been granted by the county's zoning administrator.

#### **§ 07 – SPECIAL USE PERMIT APPLICATION.**

- A. An applicant must submit a special use permit application to Washington county zoning office for review, public hearing, and recommendation by the county's zoning board of appeals (ZBA) pursuant to 55 ILCS 5/5-12009.5. Approval or denial of all applications shall be made by the county board.

- B. Material changes to the application are not permitted once the notice of public hearing has been published, unless requested or otherwise permitted by the county.
- C. Ten (10) paper copies and an electronic copy of the application must be submitted to the county's zoning office.
- D. The application shall contain or be accompanied by the following information:
  - 1. A site plan for the BESS showing the planned location of the BESS and all related components, including legal descriptions for each site, participating and non-participating residences, primary structures, occupied community buildings, parcel boundary lines (including identification of adjoining properties), setback lines and layout of all structures within the geographical boundaries of any applicable setback, public and private access roads and turnout locations, the location of any construction staging areas including concrete batch plants, substation(s), operations and maintenance buildings, ancillary equipment, electrical cabling to substation(s) and/or energy generation facility, guy lines and anchor bases, any above or below ground transmission lines, third party transmission lines, the location of any wetlands, flood plain, drainage structures (including surface ditches and subsurface drainage features and a drain tile survey), lakes, ponds, streams, archaeological sites, underground mines, and scenic and natural areas within one thousand five hundred (1,500) feet of the proposed project.
  - 2. A project summary, including, to the extent available:
    - a. A general description of the project, including, but not limited to:
      - i. The approximate total power capacity, energy capacity, and discharge duration of the BESS.
      - ii. The type(s) of battery(ies) used and their potential manufacturer(s).
      - iii. A preliminary equipment specification sheet that documents the proposed BESS components, inverters and associated electrical equipment to be installed.
      - iv. The maximum height of any battery storage container, racking system, or dedicated-use building.
      - v. An electrical diagram detailing the BESS layout, associated components, and electrical interconnection methods, with all NEC compliant disconnects and over current devices.
      - vi. A project site plan, project phasing plan, and project construction plan.
      - vii. The general location of the project.
    - b. A description of the applicant, owner(s), and operator, including their respective business structures.

- c. The names, addresses, and phone numbers of the applicant, owner(s), and operator, and all property owners who have signed a lease agreement; and information as to whether the applicant is acting for itself or as an agent, alter ego, or representative of a principal and the name and address of the principal; whether the applicant is a corporation and of all stockholders or shareholders owning any interest in excess of 20% of all of the outstanding stock or shares of the corporation; whether the applicant, or its principal, is a business or entity doing business under an assumed name, and if so, the name and residence of all actual owners of the business or entity; whether the applicant, or its principal, is a partnership, joint venture, syndicate or unincorporated voluntary association, and if so, the names and addresses of all partners or members of the partnership, joint venture, syndicate or unincorporated voluntary association.
- d. Prior to filing an application with Washington county, the applicant must hold an in-person, public meeting at a location within the township of the planned BESS, or if no sufficient location is available within the township, a location in Washington county to inform the public of the proposed BESS project. In its application, applicant shall provide sufficient documentation showing that a public meeting has been held and that all landowners and residents within 1.5 miles of the project footprint and within the project footprint have been properly notified of said public meeting.
- e. Individual inventory designations for each BESS and substation for reference in building permits.
- f. All required studies, reports, certifications, waivers, and approvals demonstrating compliance with the provisions of this ordinance.
- g. A proposed decommissioning plan.
- h. An Agricultural Impact Mitigation Agreement (AIMA) executed between the applicant and the Illinois Department of Agriculture, if available.
- i. Results and recommendations from the Illinois Department of Natural Resources (IDNR) obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable successor tool.
- j. Results of any United States Fishing and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with applicable United States Fish and Wildlife Service Energy Development wildlife guidelines.
- k. Information demonstrating the BESS will avoid protected lands.
- l. An electrical diagram detailing the BESS layout, associated components, and electrical interconnection methods, with all NEC compliant disconnects and over current devices.

- m. A preliminary equipment specification sheet that documents the proposed BESS components, inverters, and associated electrical equipment to be installed. A final equipment specification sheet shall be submitted prior to the issuance of any building permit.
- n. A fire safety compliance plan documenting and verifying that the BESS and its associated equipment, controls, and safety systems are in compliance with all state and federal codes.
- o. An operation and maintenance manual which describes continuing BESS maintenance and property upkeep, as well as design, construction, installation, testing, and commissioning information which meets all requirements set forth in this ordinance.
- p. Erosion and sediment control, storm water, and effluent management plans, prepared to Illinois Environmental Protection Agency (IEPA) and Illinois Department of Natural Resources (IDNR) standards, if applicable, and to such standards as may be established by the county.
- q. A noise modeling report demonstrating compliance with Illinois Pollution Control Board (IPCB) standards.
- r. A preliminary emergency management plan.
- s. A drain tile survey.
- t. If applicable, any waivers from setback requirements executed by occupied community building owners and/or non-participating property owners, bearing a file stamp from the county recorder's office, confirming the waiver has been recorded against the title to the affected real property.
- u. Sufficient documentation that the applicant, owner, company, and parent company have the capability to complete the BESS project as proposed.
- v. Any good neighbor plan, property value guarantee plan, or other financial incentive plans associated with the proposed project, and a copy of such plan(s).
- w. Any other information normally required by the ZBA as part of its permitting requirements.
- x. Any other information requested by the ZBA or county consultants necessary to evaluate the application and proposed project, and to demonstrate that the proposed project meets all applicable regulations.

## **§ 08 – DESIGN AND INSTALLATION.**

### **A. Setbacks.** Setbacks shall be:

1. No less than 1.5 miles from the limits of any incorporated municipality, unless waived by the municipality and allowed by variance by the County;
2. 200 feet from the parcel line;
3. 200 feet from any public right-of-way; and
4. 600 feet from any non-participating residential structure or occupied community building.
5. 1,000 feet from any Hazardous Facility as measured from the parcel line of the Hazardous Facility to the Battery Energy Storage System.

### **B. Height.**

BESS and its associated equipment, including containers, racking systems, and dedicated-use buildings, shall be restricted to thirty-five (35) feet in height.

### **C. Fencing Requirements.**

BESS and its associated equipment shall be enclosed by a fence at least ten (10) feet in height with a locking gate to prevent unauthorized access unless housed in a dedicated-use building.

### **D. Screening and Visibility.**

BESS shall have views minimized from all residences and adjacent properties using architectural features, earth berms, landscaping, or other screening methods.

### **E. Safety.**

**Emergency Management.** Applicant shall submit a preliminary emergency management plan as part of its application for a special use permit. Applicant shall submit a final emergency management plan with its building permit application, which must be approved by Washington county prior to the issuance of a building permit.

**System Certification.** Any BESS and its associated equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (current standard for BESS and equipment) or approved equivalent, with subcomponents also meeting nationally recognized standards, certified under the applicable electrical, building, and fire prevention codes as required.

Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations, and safety standards may be used to meet system certification requirements.

All electrical components of any BESS shall conform to applicable local, state, and national codes and to relevant national and international standards (e.g., ANSI and International Electrical Commission). Utility lines connecting to energy sources, substations, etc., shall be placed underground where practical. All electrical wire and lines connecting a BESS to another

BESS or substation must be installed no less than six (6) feet deep. The owner/operator of the BESS shall be a member of J.U.L.I.E (Joint Utility Locating Information for Excavators) and follow its rules and regulations. During the installation and before wires and lines are covered, there must be an inspection for compliance by an independent inspector chosen by Washington county and paid for by the owner/operator.

If there is damage to any battery component(s), the damaged material(s) must be segregated from other batteries to halt any potential thermal runaway.

**F. Signage.**

1. All signage shall be made with letters and numbers at least three (3) inches in height with a light reflective surface.
2. Warning signs concerning voltage must be placed at all entrances of the BESS.
3. An emergency sign listing the 9-1-1 address shall be placed and maintained by the owner/operator at the entrance to each BESS access road from a public road. A sign or posting no more than four (4) square feet in area shall be placed, and maintained, with a toll-free telephone number answered by a live operator twenty-four hours a day seven days per week, for emergency calls.
4. A non-emergency phone number for the operator shall also be displayed for informational inquiries.
5. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints logged and reported to the county zoning office on a monthly basis.
6. The recorded calls shall be maintained for at least twelve (12) months.
7. Current phone numbers shall be maintained. Local agency response shall be reimbursed by the project owner(s).
8. Upon completion of the construction of an approved BESS project, a reasonable visible sign to warn people to not approach while operating must be placed at the entrance of each access road.
9. Warning signs identifying underground wire locations shall be placed at all road crossings, creek, waterway, and ditch crossings, and all underground wire locations shall be GPS mapped and given to the local GIS Office and J.U.L.I.E. (Joint Utility Locating Information for Excavators).

**G. Lighting.**

Lighting of the BESS shall comply with the provisions/guidance provided by the International Dark-Sky Association and shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from all residences and adjacent

properties. Applicant shall submit a lighting plan to the County Board for review and approval and an agreed upon plan shall be approved prior to the issuance of a building permit.

**H. Vegetation and Tree Cutting.**

Areas within twenty (20) feet on each side of a BESS shall be cleared of combustible vegetation and other combustible growth.

**I. Noise.**

Noise generated from the BESS, components, and associated ancillary equipment shall not exceed Illinois Pollution Control Board (IPCB) limits.

**J. Site Access.**

1. BESS shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if applicable, the local ambulance district.
2. BESS, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for exposure in compliance with NFPA 70E.

**K. Agriculture Damage Repair.**

All damages to waterways, drainage ditches, field tiles, or any other infrastructures caused by the construction, maintenance, or decommissioning of the BESS must be completely repaired or replaced to an acceptable state within a reasonable amount of time determined by the property owner.

**L. Use of Public Roads.**

An applicant, owner, or operator proposing to use any county, municipality, township, or village roads for the purpose of transporting BESS or substation parts and/or equipment for construction, operation, or maintenance of the BESS or substation/supporting facilities shall:

1. In its special use permit application identify all such public roads intended for use including a site layout plan showing the applicable BESS sites, public road network used, access road entrances, underground collection system and power transformer sites.
2. Identify all public agencies involved.
3. Enter into a road use agreement with each of the affected jurisdictions and relevant government agencies prior to the receipt of a building permit.
4. Obtain applicable weight and size permits from relevant government agencies prior

to construction and/or maintenance activities.

5. To the extent an applicant, owner, or operator must obtain a weight or size permit from the local agency of jurisdiction, the legal agreement shall:
  - a. Provide a pre-construction and/or pre-maintenance baseline survey to determine existing road conditions and right of way conditions and assess for potential future damage;
  - b. Identify necessary heavy and oversized equipment and materials over roads which may in certain cases be in excess of the design limits of the roads;
  - c. Widen, modify and/or improve roads including culverts, bridges, road shoulders and other related fixtures to permit such equipment and materials to pass;
  - d. Outline exact routes intended for construction and/or maintenance use;
  - e. Detail maintenance responsibility and method of reimbursement if it is deemed the responsibility of a local governmental entity;
  - f. Expectations of the local governmental entity when road reconstruction is involved;
  - g. Easement on private property will be the sole responsibility of the applicant, owner, or operator;
  - h. Outline of time schedule including any and all provisions during seasonal road postings;
  - i. Outline any and all permits required for entrance off the public roads;
  - j. Provide Financial Assurance to be held by the county treasurer's office for the purpose of repairing any damage to public roads caused by constructing, operating, or maintaining the BESS and its included equipment. This estimate will be determined by a licensed Illinois professional engineer chosen by the county and paid for by the applicant, owner, or operator;
  - k. Provide Washington county's zoning office with a signed copy of any agreements pertaining to the use of public roads prior to the issuance of a building permit; and
  - l. Identify any special issues which may affect the public health, safety, and welfare.

#### **M. Utility Lines and Electrical Circuitry.**

All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

#### **N. Compliance.**

1. BESS must comply with site assessment that is intended to protect agricultural soils.
2. BESS developer(s) shall be required to initiate a natural resource review consultation with the IDNR (Illinois Department of Natural Resources) through the department's online, Ecological Compliance Assessment Tool (EcoCAT) program. Areas reviewed through this process will be reviewed for endangered species and wetlands. The cost of the EcoCAT consultation will be borne by the developer(s).

3. BESS are subject to the State of Illinois Storm Water Management regulations, erosion and sediment control provisions if adopted, and NPDES permit requirements.

#### **§ 09 – OPERATION.**

- A. Operating Permit.** An operating permit shall be obtained from Washington county prior to start of the commercial operation of any BESS.
- B. Ownership Changes.** If the owner or operator of a BESS changes, a new operating permit fee shall be paid to the county for the county's evaluation of the change in ownership. The successor owner or operator must assume in writing all obligations of the original BESS special use permit (including conditions), building permit, operating permit, site plan approval, road use agreements, decommissioning agreements, and any other agreements entered into with Washington county. The successor owner or operator of the BESS shall notify Washington county's zoning administrator in writing of the ownership or operator change and written proof that it has assumed all obligations required by this ordinance within thirty (30) days of the ownership or operator change. The BESS operating permit and all other permits/approvals for the BESS shall be void if the new owner or operator fails to fulfill these requirements. Reinstatement of a void special use permit, building permit, or operating permit shall be subject to the same review and approval processes for new applications under this ordinance.
- C. Maintenance/Annual Report.** The owner or operator of any BESS must submit, on an annual basis on or before February 1st of each calendar year following its commercial operation date, a report to Washington county zoning administrator containing the following information: (i) a general description of any physical repairs, replacements, or modifications to the BESS and/or its infrastructure; (ii) complaints pertaining to setbacks, noise, appearance, safety, lighting, and use of any public roads received by the owner or operation concerning the BESS and the resolution of such complaints; (iii) calls for emergency services; (iv) status of liability insurance; and (v) a general summary of service calls to the BESS facility. In addition to the annual report, the owner or operator of any BESS must also furnish such report upon direct request by Washington county. Failure to provide the annual report or report directly requested by Washington county (within 30 days) shall be considered a material violation of this ordinance subject to the remedies provision of this ordinance.
- D. Coordination with Emergency Management Agencies.**
  1. The applicant, owner, or operator shall submit to any local emergency management agency (EMA) a copy of the site plan. In addition to the site plan, a plan pertaining to the planning, response, recovery, and mitigation of any natural or manmade hazard that may affect the BESS development must be negotiated.
  2. Owner or operator shall cooperate with the local fire department/adjacent fire departments/districts/EMA to develop an emergency response plan. In addition, at no cost to the local fire departments, the owner or operator shall provide to the local fire department/adjacent fire departments/districts/EMA, any and all specialized and necessary rescue or retrieval equipment occasioned by the use of the particular BESS

being used at the project (i.e., fire retardant, tanks, respirators, etc.)

3. As part of its special use permit application, the applicant must submit an emergency management plan.
4. Nothing in this ordinance shall alleviate the need to comply with all other applicable fire laws and regulations.

**E. Materials Handling, Storage, and Disposal.**

1. All solid and liquid wastes related to the construction, operation, and maintenance of the BESS shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.
2. A list of all hazardous solids and/or liquids that may be used on site shall be provided to the local fire departments and adjacent fire departments/districts/EMA, and Washington county zoning administrator All hazardous materials both liquid and solid related to the construction, operation and maintenance of the BESS shall be handled, stored, transported, and disposed of in accordance with all applicable laws.

**§ 10 – LIABILITY INSURANCE AND INDEMNIFICATION.**

The owner or operator of the BESS shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$10 million per occurrence and \$40 million in the aggregate, with an annual certificate of insurance being provided to the county zoning office, with Washington county being added as an additional insured, with the designation of primary and non-contributory.

The applicant shall promptly increase such liability insurance if such amount is increased in the BESS ordinance and the applicant is notified in writing of same by Washington county. The applicant shall provide evidence of such increased insurance to Washington county zoning office.

Insurance coverage shall be maintained without interruption from the date of building permitting through the lifetime of the BESS project. Certificates of insurance acceptable to the county and in compliance with this ordinance shall be filed with Washington county prior to the commencement of any work on the BESS and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required under this ordinance shall contain a provision that coverages afforded under the policies shall not be cancelled or allowed to expire until at least sixty (60) days written notice has been given to the county.

The applicant shall also, to the fullest extent permitted by law, indemnify, and hold Washington county, its employees, board members, and agents harmless for any action due to or arising out of the construction, maintenance, decommissioning, deconstruction, and/or operation of the BESS, including the payment of any attorney's fee and costs arising out of any action due to or arising out of the construction, maintenance, decommissioning, and/or operation of the BESS.

The applicant, owner and/or operator of the BESS shall defend, indemnify, and hold harmless Washington county and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "indemnified parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorney's fees relating to or arising out of the issuance of the special use permit, other permits, or the construction, operation, maintenance and removal of the BESS and affiliated equipment, including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the applicant, owner, or operator under this ordinance or the special use permit/other permits, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence or intentional acts of such indemnified parties. This general indemnification shall not be construed as limiting or qualifying the county's other indemnification rights available under the law.

After the effective date of this ordinance, no proposed BESS, as defined in this ordinance and within Washington county's jurisdiction, shall proceed with construction until it has been submitted to and approved by Washington county board and/or its authorized agent in accordance with the provisions of this ordinance.

#### **§ 11 – DECOMMISSIONING.**

Decommissioning will apply to all BESS projects and its equipment/components. Prior to receiving special use permit approval, the applicant must submit a proposed decommissioning plan and proposed decommissioning agreement with Washington county that ensures the BESS project will be properly decommissioned upon the end of project life or facility abandonment.

**A. Decommissioning Plan.** The applicant shall submit with its special use application a proposed decommissioning plan that includes the following:

1. The anticipated life expectancy of the BESS project;
2. The funding method(s), for the decommissioning and restoration of the project site to its original, natural condition prior to the BESS development;
3. The method of ensuring that funds will be available for decommissioning and restoration;
4. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;
5. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the BESS, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning, and confirmed as being acceptable after the system is removed; and

6. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
7. Prior to receiving a building permit under this ordinance, Washington county, the applicant, owner, and/or operator must agree to a written decommissioning agreement that ensures the BESS project is properly decommissioned and deconstructed upon the end of project life or facility abandonment, and post the required financial assurance in an amount equal to or greater than 125% of the estimated decommissioning cost estimate with any discount for salvage value.
8. If the site is damaged or nonfunctioning for any reason, the BESS project operator shall notify Washington county zoning office within twenty-four (24) hours and then shall have six (6) months to bring the project back to its operational capacity. If for any reason the BESS is not operational or able to store or manage electricity after six (6) months, the operator/owner shall have six (6) months to complete decommissioning of the BESS and its equipment.
9. In the event of abandonment of the project or its equipment/components, the project site property owner/leaseholder shall bear ownership of the BESS and all of its equipment/components located on the property. The property owner of the project site shall bear the decommissioning costs in excess of any funds the county is able to access to ensure proper decommissioning of the project.
10. In the event of bankruptcy or similar financial default of the BESS project, Washington county shall use the decommissioning funds to the greatest extent possible. There may remain unresolved site issues beyond the scope of Washington county's ability to fund the decommissioning of the BESS. To the extent the Financial Assurance provided to Washington county is insufficient to fund the complete decommissioning of the BESS, the property owner, the BESS owner, any parent entity of the BESS owner, any person or entity holding a greater than 20% interest in the BESS or parent entity of the BESS, any financial creditor or any other person/entity holding an equity interest in the BESS shall be responsible for the decommissioning costs of the BESS. Prior to receipt of a building permit, the above responsible entities shall execute an agreement with Washington county agreeing to fund the decommissioning of the BESS should the decommissioning financial assurance provided to Washington county be insufficient to fund the complete decommissioning of the BESS.
11. A provision that the terms of the decommissioning agreement shall be binding upon the applicant and any of their successors, assigns, or heirs.
12. Washington county may sell any salvage material to reduce Washington county's expenses related to decommissioning of any project site and shall be granted access to each site to affect or complete decommissioning. Washington county may, but is not required to, allow a reduction of the decommissioning financial assurance in an amount equal to the salvage value of the BESS.
13. The plan shall include provisions for removal of all structures, BESS, transmission

equipment, buildings, fences, cabling, debris, foundations, and physical material pertaining to the project, including the cost for disposal of all materials associated with the BESS. The plan shall also include provisions for restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site.

14. All solid and liquid wastes shall be disposed of in accordance with all local, state, and federal laws.
15. All hazardous materials shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws. EMA and HAZMAT officials shall be notified of the handling, storage, transportation, and disposal of any and all hazardous materials.

**B. Decommissioning Fund.**

1. The cost estimate of decommissioning will be completed by a licensed Illinois professional engineer approved by Washington county at the applicant's expense. Payment for said engineer's fee and any other third-party costs to prepare decommissioning cost estimates or negotiate decommissioning agreement(s) is not included in the initial application fee.
2. The decommissioning cost estimate will be reviewed at a minimum every three (3) years, by Washington county's approved Illinois licensed professional engineer, and revised, if necessary, at the owner/operator's expense. The review and revised agreement are subject to the approval of Washington county board.
3. Washington county reserves the right to require more frequent decommissioning estimates and Financial Assurance requirements based on changing economic conditions.
4. At the conclusion of the project lifespan or when the project has failed to be commercially operable for greater than six (6) months, the BESS project's owner/operator shall notify the county zoning office and then has twelve (12) months from the date of notification to decommission the site(s).

**§ 12 – HEARING FACILITATOR.**

- A. Washington county may engage the services of a hearing facilitator. The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the ZBA and Washington county but has no adjudicatory responsibility other than ruling on requests for continuances, procedural matters, admissibility of evidence, and the propriety of any arguments.
- B. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois. The applicant shall reimburse Washington county for fees and costs charged by the hearing facilitator.

### **§ 13 – HEARING FACTORS.**

- A. Washington county board may approve a BESS special use permit application if it finds the evidence complies with federal and state law/regulations and with the standards of Washington county's zoning code and this ordinance, including the factors listed below. The following factors are applied as a balancing test, not individual requirements to be met.
1. The establishment, maintenance, or operation of the BESS will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  2. The BESS will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties;
  3. The establishment of the BESS will not impede the normal and orderly development and improvement of the surrounding properties;
  4. Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
  5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
  6. The proposed BESS is not contrary to the objectives of the current comprehensive plan of Washington county; and
  7. The BESS shall, in all other respects, conform to the applicable regulations of this ordinance and the zoning district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by Washington county board.
- B. Washington county board may also stipulate conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, operation, and other aspects of the BESS as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this ordinance.

### **§ 14 – FEE SCHEDULE AND PERMITTING PROCESSES.**

#### **A. Application Fees.**

1. Prior to processing any special use permit application for a BESS, the applicant must submit a certified check to the county for \$40,000, and an additional \$5000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000.00. If the total nameplate capacity is below 1 MW, the application fee shall be reduced pro rata based on kilowatt (kW) capacity. These funds shall be placed in an FDIC insured account and will be used to cover the county's cost incurred in processing the application.

2. Should the actual costs to Washington county exceed the submitted application fee, the applicant shall be responsible for those additional costs and shall remit additional funds to Washington county within fifteen (15) days of receipt of a request from Washington county. No hearings on an application shall be conducted nor final decisions rendered on an application if there are application fees due to Washington county.
3. Any unused amounts of the application fee shall be refunded to the applicant within six (6) months of Washington county board rendering a final decision on the matter, unless any pending litigation, disputes or negotiations involving Washington county exist regarding the BESS, in which case any amounts owed to the applicant shall be refunded within six months of the conclusion of the litigation, disputes or negotiations. An applicant may request any unused application fee be applied toward building permit fees for the facility.

**B. Building Permit Fees.**

Building permit fees shall be based on the total construction cost of the BESS project. Prior to the issuance of a building permit, applicant must deposit a building permit fee equating to \$7.50 per \$1,000.00 of construction cost, with a maximum building permit fee for each BESS of \$250,000. With its building permit application, applicant must provide to Washington county zoning administrator an affidavit showing the total construction cost. If requested, an itemized affidavit of construction costs shall also be provided to Washington county zoning administrator.

**C. Operating Permit Fees.**

Applicant shall pay to Washington county an operating permit fee of \$2,500.00 per megawatt (MW), with a maximum operating permit fee for each BESS of \$1,000,000. If the total nameplate capacity is below 1 MW, the operating permit fee shall be reduced pro rata based on kilowatt (kW) capacity. Applicant or owner/operator shall not begin commercial operation until such time as the operating permit fee has been paid. If the owner/operator of the BESS changes, a new operating permit fee shall be paid to the county for Washington county's evaluation of ownership or operator.

**D. All Costs Paid by Applicant/Owner.**

In addition to all fees noted above, the applicant or owner shall pay all costs incurred by Washington county, including but not limited to, those costs associated with all offices, boards and commissions of Washington county, and third-party costs incurred by Washington county. This includes, but is not limited to, the direct or indirect costs associated with the hearing, permitting, operations, inspections, decommissioning, litigation, disputes, and/or negotiations.

**§ 15 – DEFAULTS AND REMEDIES.**

- A. Any BESS declared to be unsafe by Washington county by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, damage, or abandonment is hereby declared a public safety issue and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures set forth in this ordinance.

- B. Failure by the applicant, owner, or operator to comply with any provisions of this ordinance, provisions under the special use permit, other permits, any conditions imposed on the project, and/or failure to comply with any law or regulation shall constitute a default under this ordinance and shall be grounds for revocation of any special use permit or other permits granted by Washington county board or Washington county.
- C. Prior to implementation of the existing county procedures for the resolution of such default(s), the appropriate county body shall first provide written notice to the owner and operator, setting forth the alleged default(s). Such written notice shall provide the owner and operator a reasonable time period, not to exceed thirty (30) days, for good faith negotiations to resolve the alleged default(s).
- D. If Washington county determines that the parties cannot resolve the alleged defaults within the good faith negotiation period, Washington county shall make application to the circuit court for an injunction requiring conformance with this ordinance or make such other order as the court deems necessary to secure compliance with the ordinance.
- E. Any violation of this ordinance shall be an offense punishable by a fine of \$1,000.00. Each violation shall be a separate offense. Each day a violation occurs or continues shall be a separate offense, subject to a \$1,000.00 fine for each additional day the violation is not corrected. A court may set any additional and appropriate per day fine for each day the infraction exists or until such infraction is remedied. It is the goal of this ordinance to promote structural safety to protect the public. The court has the authority to set any additional appropriate fines and will consider the nature of the offense, the degree of public safety involved, and the efforts of the county and responsible owner or applicant to resolve quickly and safely any and all infractions. It is the intent that any dispute between the parties be resolved promptly and where possible by informal discussions as outlined elsewhere in this ordinance.
- F. After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction of this ordinance, thereafter, proceeds with development of a BESS prior to being approved under the terms of this ordinance shall be fined as stated herein.
- G. Washington county reserves the right to hire outside counsel to enforce this ordinance or determine compliance with this ordinance. The owner/operator is liable for payment of reasonable attorney's fees in this regard.
- H. Nothing herein shall prevent Washington county from taking such other lawful action to prevent or remedy violations. All costs connected therewith shall accrue to the applicant, owner, or operator responsible for the project.

#### **§ 16 – INTERPRETATION.**

The provisions of this ordinance shall be held to the minimum requirements adopted for the promotion and preservations of public health, safety, and general welfare of Washington county. These regulations are not intended to repeal, abrogate, annual, or in any manner interfere with existing regulations or laws of Washington county nor conflict with and laws of the State of Illinois.

**§ 17 – SEVERABILITY.**

If any section, clause, or provision of the ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

**§ 18 – EFFECTIVE DATE**

This Ordinance shall become effective upon passage by Washington County Board.

**EXHIBIT B**

**CONDITIONS**

**WASHINGTON COUNTY, ILLINOIS**  
**CONDITIONS OF APPROVAL**  
**GATEHOUSE ENERGY STORAGE LLC**

In addition to all necessary requirements imposed by law or ordinance, the Company, Owner and Operator shall abide by the following conditions (the "Conditions").

For the purposes of these Conditions, "Ordinance" shall mean the "Washington County Battery Energy Storage Systems Ordinance."

The use of "Project" herein shall refer to the "Battery Energy Storage System" (as defined by the Ordinance) applied for in Washington County, Illinois, by Gatehouse Energy Storage LLC (individually and collectively referred to as "Gatehouse Storage" or "Company"). The Battery Energy Storage Systems application bears a date of March 2, 2026 (the "Application"). The Application was the subject of a public hearing on April 23, 2026, and May 28, 2026.

The "Project" is a 185-megawatt (MW) ("Nameplate Capacity") Battery Energy Storage System that is more particularly described in the Application.

Invenergy Storage LLC is the owner of the Project entity.

**1. Special Use Permit.**

Commencement of Construction of the Project in Washington County shall begin no later than thirty-six (36) months after approval of the Special Use Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be tolled during the pendency of the litigation. If the Company fails to begin construction of the Project, by the applicable date(s) above, then the Special Use Permit and Building Permit(s) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Washington County Board ("County Board"), upon application by the Company. As used herein, the term "Commencement of Construction" shall mean the issuance of the Building Permit(s).

**2. Site Preparation or Building Permit Requirement.**

No site preparation or installation of the equipment associated with the battery energy storage system, operations and maintenance facility, substation or fencing is allowed without receipt of a Building Permit. Notwithstanding this requirement, pursuant to the interconnection agreement with Ameren, Company will perform preliminary site preparation work for the Ameren switchyard and Ameren shall construct the switchyard after the preliminary site preparation work is completed and the switchyard site is conveyed to Ameren. Ameren shall own and operate the switchyard. No County building permit is required for the construction of the switchyard because the switchyard is a public utility facility.

**3. Term.**

The Special Use Permit for the Project's battery energy storage system shall be granted for a term of 25 years from the date of the Project connection to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the permit.

**4. Compliance.**

Construction and operation of the Project shall comply with all applicable federal, state and local

regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings, and these conditions. The Project layout is confined to the layout contained in the Company's Application and may not be expanded except upon approval by the County Board after a public hearing to amend the Special Use Permit. Notwithstanding this requirement, the Company may adjust the location of Project facilities, so long as all facilities are located in compliance with the Ordinance and are located on the Project parcels. In the event of any discrepancy between such representations and these conditions, these conditions shall control.

Construction and routine maintenance activities for the Project shall be performed according to the following schedule, except for emergency repairs which may be performed any time:

- a. Commence no earlier than 7:00 a.m. and cease by 7:00 pm Monday through Saturday;
- b. No construction work shall take place on Sundays, federal or state holidays.

**5. Road Agreements.**

The Company shall enter into all necessary road usage agreements with all road authorities with jurisdiction over the roads to be utilized for construction traffic, excluding the interstate highway system. Prior to the issuance of a Building Permit by the County, the Company shall enter into said road usage agreements and post all financial assurances required by said Agreements. Company shall comply with all provisions of said road usage agreement(s). Any uncured materials breach of the road use agreement may be cause for revocation of the Special Use Permit and/or Building Permit and/or fine up to \$1,000 per violation per day that the violation persists.

**6. School Buses and Vehicular Traffic.**

Company shall comply with restrictions or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall provide a map of the haul routes approved by the road usage agreement(s) and updates to the public regarding any planned deviation from the approved haul routes at least 72 hours in advance of the planned deviation. Any changes to the approved haul routes or other road use requirements approved by the road usage agreement(s) must be posted.

**7. Crop Damage.**

The Company shall investigate complaints of crop damage within 7 days. The results of any investigation shall be provided to the County and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.

**8. Transmission Interference.**

If after installation of the Project, Company or Washington County receives a credible and verifiable complaint from any person or entity concerning interference with electromagnetic communications, such as weather radar, microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, the Company shall promptly begin investigating the complaint within 7 days. The results of the investigation shall be provided to the County and the person making the complaint within 60 days of receipt of the Complaint, or

an update as to the status of the investigation if the investigation is not complete. The County may, in its discretion, retain a third-party professional to evaluate any transmission interference causes. If it is determined that the Project, or any portion thereof, is causing any interference with electromagnetic communication transmission, the Company shall take all necessary and available commercial measures to minimize and mitigate the interference. In the event of a disagreement between the Company and/or the person making the complaint concerning resolution of the complaint, the Parties shall meet and negotiate in good faith to address the reason(s) for the disagreement, including the cost of the proposed resolution compared to the extent of the interference. If the Parties fail to reach a consensus, then the Parties shall defer to an independent professional to determine the reasonableness or unreasonableness of the proposed resolution and appropriate measures for mitigating impacts to communications. This paragraph does not preclude any private right of action by an affected party.

**9. Decommissioning and Security.**

Prior to applying for a Building Permit, the Company shall update the Decommissioning Plan and Cost Estimates and provide an agreed upon Decommissioning Agreement, Decommissioning Plan and Financial Assurances. Decommissioning financial assurances shall be at least 125% of the full amount required for Decommissioning of the Project at the building permit stage, and is not subject to any discounts for salvage value or resale value. The decommissioning requirements of the Ordinance shall be considered the minimum requirements for any agreements.

**10. Non-Operational or Obsolete Systems or Components.**

Any facility equipment that is determined by the Company to have no remaining useful life shall be decommissioned and removed by the Company within the time frame denoted in any Decommissioning Agreement with the County.

**11. Liability Insurance.**

The Company shall maintain liability insurance as required by the Ordinance or any amendments thereto. The Company shall provide evidence of the insurance to the County upon applying for a Building Permit.

**12. Assignment.**

- a. Except as provided in this Paragraph 12, the Special Use Permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources. The Company and the proposed Acquirer shall provide the County the following information:
  - i. The name of the proposed acquirer;
  - ii. The most recent financial statement of the proposed acquirer or other evidence of ability to finance the construction, operation, and decommissioning of the Project;
  - iii. A new certificate of insurance from the acquirer providing evidence of liability insurance coverage in the amount that is required under the Ordinance; and
  - iv. The contact information for the proposed acquirer;
  - v. "Financial assurance" as defined in the Ordinance for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
  - vi. Written acknowledgement by an authorized signatory of the acquirer that it

- understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement, decommissioning agreement or any other agreement then in force and that it has provided any security for road repairs, decommissioning or other assurances under such agreements;
- vii. Written agreement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Special Use Permit at the time the Special Use Permit was granted to the Company which are in effect as of the date of the proposed transfer or assignment, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
  - viii. Designate a representative(s) of the acquirer or transferee to meet with the County to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Special Use Permit which meeting shall take place not less than fifteen (15) days following the County Board's approval of the assignment or transfer.
  - ix. Should the Project be assigned or transferred, the Acquiring entity shall pay for the costs of the County's review of such acquisition, and must deposit with the County an amount equal to the Special Use Permit Application fee in existence at the time of the transfer to cover the costs of such review.
- b. Notwithstanding the above, Company shall have the right to assign in its sole discretion and without any review by or consent from the County Board (and without any associated assignment review fees specified by Condition 12.a.ix.), as follows:
- i. Company may assign or transfer any interest, including a 100% interest, in Company to an affiliate of Company or to an affiliate of Invenenergy LLC.
  - ii. Company may assign or transfer any interest in the Project and/or the Project interconnection facilities to Ameren Illinois Company d/b/a Ameren Illinois, or its affiliate .
  - iii. Company may assign or transfer any interest, including a 100% interest, in Company to lenders who provide construction, tax equity or tax credit bridge or term debt to finance the Project in the event that Company defaults on a financing agreement.
  - iv. Company may assign or transfer any interest, including a 100% interest, in Company to one or more cash investors who provide equity needed to finance the Project or as part of a tax equity financing or tax credit sale.
  - v. Company may assign or transfer up to a 50% ownership interest to any other Acquirer, subject to the conditions in Paragraph 12(a)(i)–(ix) and subject to Company retaining day-to-day operational control of the Project.
  - vi. Company shall provide notice of such assignment to the County within thirty (30) days following such assignment (except in the case of a collateral assignment).

### **13. Above-Ground Transmission Lines.**

Electrical transmission and collection lines connecting the substations, etc. shall be placed underground to the maximum practical extent.

### **14. Fire Protection Districts and Emergency Response.**

Company shall cooperate with all local fire Protection Districts (and any mutual aid districts) and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall provide training and equipment, including but not limited to metering equipment, as needed to all local Fire Protection Districts (and any mutual aid districts). Training shall be provided by Fire Risk Alliance or an equally qualified third party. Funding shall be in an amount agreed upon by the Company and local fire Protection Districts and shall be fair and reasonable. Company shall finalize the draft Emergency Response Plan for the Project and submit the final plan as part of its submittal to obtain Building Permit(s). Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the Project. This paragraph does not preclude or restrict emergency response personnel of any governmental or private entity from performing any rescue activities. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for emergency response personnel. The Company shall coordinate an annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. The Company shall reimburse any responding governmental entities for the reasonable costs of emergency response services rendered by a governmental entity where said emergency is attributable to the Project.

**15. Existing Underground Utility Lines.**

Company shall work with appropriate underground utility companies and shall insure that the integrity of the existing underground utilities in the area of the Project are maintained during construction and operation of the Project.

**16. Reimbursement for County Expenses.**

If during the term of the Project and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys or other parties in relation to the Project, Company shall promptly reimburse the County for all such expenses.

**17. Validity of Conditions.**

By applying for a Building Permit(s) for the Project pursuant to the BESS Special Use Permit granted by the County Board with these conditions, the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.

**18. Registration with Illinois Secretary of State.**

The Company entities and Invenergy Storage LLC shall register as Illinois corporations and maintain good standing status with the Illinois Secretary of State throughout the lifetime of the Project, or register with the state of Illinois as foreign corporations authorized to do business in the State of Illinois. Company and Invenergy Storage LLC shall maintain a registered agent in the state of Illinois throughout the life of the Project.

**19. Waiver of Personal Jurisdiction Defense.**

The Company and Invenergy Storage LLC agree that the sole jurisdiction for any litigated disputes

related to the Project is the Circuit Court of Washington County, Illinois and the appellate courts of Illinois, and/or the United States District Court for the Southern District of Illinois and the federal appellate courts.

**20. JULIE.**

Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE") and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the County with proof of membership.

**21. Natural Resources and Environmental.**

The Company shall comply with all recommendations and requirements of the Illinois Department of Natural Resources and the U.S. Fish & Wildlife Service during the duration of the construction, operation and decommissioning of the Project.

**22. Lighting.**

The Company shall follow International Dark Sky Association guidance for all lighting at the Project. Prior to the issuance of a building permit, the Company shall submit a lighting plan to the County Board for review and approval.

**23. Additional Site Surveys.**

Company shall provide site surveys for the Project location after construction demonstrating compliance with the Ordinance and these Conditions. In addition, said surveys shall be coordinated with the county assessor for the assessment of such property in advance of the commercial operation date of the Project. Failure of Company to comply with this requirement shall not allow for relief from the applicable property tax for the Project.

**24. Farmland Drainage Plan and Drain Tile Survey.**

Prior to applying for Building Permit(s), Company shall provide a farmland drainage plan and determine how site drainage will be handled in order to avoid negative drainage impacts upon adjacent parcels. The farmland drainage plan shall include a drain tile survey or an affidavit from the owner that no subsurface drainage structures or tile are located on the parcel.

**25. Wells and Well Monitoring.**

Company shall seal any inactive or abandoned water wells on site pursuant to Illinois law and provide appropriate proof of sealing to the County prior to issuance of any Building Permit. If so requested by a parcel owner, for any actively used well on parcels within 1 mile of the Project, the Company shall offer water testing prior to the issuance of any building permit to establish a baseline of water quality pursuant to Illinois's potable drinking water standards (35 Ill. Admin. Code § 620.410). Annually thereafter, if so requested by a parcel owner with an active well that was baseline tested under this Condition 25, the Company shall perform testing to determine whether the water quality meets the requirements of Illinois's potable drinking water standards (35 Ill. Admin. Code § 620.410).

**26. As-Built Drawing.**

Prior to commencement of operations, the Company shall provide the County with as-built drawings of the entirety of the Project.

**27. Legal Control.**

Prior to receipt of Building Permit(s), Company shall provide unredacted documentary evidence of ownership, or other legal interest, for each participating parcel.

**28. Proof of Compliance.**

The Company shall provide any reasonably requested proof of compliance with the conditions, the Ordinance, or any other rules, laws and regulations to Washington County upon request.

**29. Local Contractors/Employment.**

The Company will require all contractors/sub-contractors to negotiate and enter into Project Labor Agreement(s) pursuant to the state's requirements, utilizing good faith efforts to hire local contractors for work on the Project to the extent allowed by law and consistent with federal and state prevailing wage and apprenticeship requirements. For the purposes of this requirement, a local contractor shall be considered those within 100 miles of the County seat. Company shall provide County with a list of all contractors/sub-contractors working on the Project construction, and the zip codes of employees of those contractors/sub-contractors.

**30. Points of Contact.**

Prior to receiving Building Permit(s) for the Project, Company shall provide to the County a list of primary and emergency contacts for the Company providing the address, phone number and e-mail information for each.

**31. Annual Report.**

Company shall provide an annual report consistent with the Ordinance. In addition, the annual report shall include the well monitoring, if any, required under Condition 25.

**32. Engineering Review.**

Prior to receipt of any Building Permit(s), Company shall provide County with a set of complete construction documents and site plans signed and sealed by an engineer licensed by the state of Illinois. Said plans shall be "Issued for Construction" plans. County may utilize a third-party engineer to review said plans to determine compliance with the Ordinance, these Conditions of Approval, state and federal law/regulation, and any third-party standards for which the Project must comply. The costs of the third-party engineer's review shall be reimbursed by the Company.

**33. Vegetation Management.**

Prior to the issuance of Building Permit(s), the Company shall provide a comprehensive Vegetation Management Plan (which shall include a Weed & Grass Control Plan) consistent with the County's Ordinance. No Building Permit(s) may be issued prior to the County Board's approval of a Vegetation Management Plan/Weed & Grass Control Plan.

**34. Vegetation Buffer.**

Prior to issuance of a Building Permit, the Company shall provide a Screening Plan to the County for review and approval consistent with the Ordinance requirement and shall include architectural features, earth berms, landscaping, or other screening methods.

**35. Penalties.**

Unless otherwise specified by Ordinance or Agreement, violations of Ordinance, these Conditions of Approval, or any agreements with the County shall be subject to a fine of up to \$1,000 per violation per day, and the costs of any damages caused by said violation, and/or revocation of any

previously approved permit, and the County's costs in enforcing violations.

**36. Compliance Standards** The Project shall comply with the following standard, individually and collectively, each of which is incorporated into these Conditions of Approval and are enforceable upon the Project:

- National Fire Protection Association ("NFPA"):
  - NFPA 855 "Standard for the Installation of Stationary Energy Storage Systems" or such standard in effect on the date of the Special Use Permit;
  - NFPA 68, Standard on Explosion Protection by Deflagration Venting – 2023 Edition, or such standard in effect on the date of the Special Use Permit approval;
  - NFPA 69, standard on Explosion Prevention Systems – 2024 Edition, or such other standard in effect on the date of the Special Use Permit approval;
  - NFPA 70, National Electric Code – 2026 Edition, or such other standard in effect on the date of the date of the Special Use Permit approval;
  - NFPA 72, National Fire Alarm and Signaling Code – 2025 Edition, or such other standard in effect on the date of the Special Use Permit approval;
- Underwriters Laboratories (UL):
  - UL 1973, Batteries for Use in Stationary and Motive Auxilliary Power Applications – 2022 Edition, or such other standard in effect on the date of the Special Use Permit approval;
  - UL 9540, Energy Storage Systems and Equipment – 2024 Edition, or such other standard in effect on the date of the Special Use Permit approval; and
  - UL 9540A, Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems – 2025 Edition, or such other standard in effect on the date of the Special Use Permit approval.
- International Fire Code (IFC) – 2024 Edition, or such other standard in effect on the date of the Special Use Permit approval and any successor requirements from the IFC.
- All applicable state and federal law or regulation in effect at the time of the Special Use Permit approval and any successor requirements applicable to the Project.

Where the County's Ordinance is more stringent than the standards of NFPA 855, the County's Ordinance shall apply. Prior to the application for a Building Permit for the Project, Company shall provide to the County a copy of all standards listed within this Condition.

**37. Grading of Site.**

Any grading of the site shall require dust mitigation to be employed to mitigate or eliminate dust upon the site during the construction phase of the Project. Company shall submit a dust mitigation plan as part of the Building Permit application.

**38. Compliance with Ordinance**

For the entire life of the Project, including during the decommissioning period, Company agrees to comply with the Washington County Battery Energy Storage Facilities Ordinance ("Ordinance"), passed by the County Board on September 29, 2025, and attached hereto for reference and these Conditions of Approval. The Company agrees the totality of the Ordinance and Conditions of

Approval shall apply to the life of the Project.

Signature of Authorized Representative:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Reviewed and Approved by:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\*\*\*END OF CONDITIONS\*\*\*



## Washington County Zoning Office

125 W. St. Louis St.  
Nashville, IL 62263  
618-327-4800 xt. 345

Krystal Althoff – Zoning Administrator

[Krystal.althoff@washingtonco.illinois.gov](mailto:Krystal.althoff@washingtonco.illinois.gov)

### **ADVISORY REPORT/FINDING OF FACT LETTER**

#### **Subdivision Plat Approval**

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

RE: RMK Subdivision

Your Planning Commission submits for your consideration its recommendations on the above-cited application for Subdivision Plat Approval.

**Subject Property:** Parcel #12-06-08-200-021; 12-06-08-200-015 (7958 Hickcan Rd)

Part of the South Half of the Northeast Quarter of Section 8, Township 1 South, Range 4 West of the Third Principal Meridian, Washington County, Illinois

This property is located roughly 2,600 feet north of I-64 and roughly 1,800 feet from the intersection of Hickcan Road and Waterworks Road in Okawville Township.

#### **Characteristics of the Surrounding Area**

Row Crop and Timber with some residential in the area.

#### **The Public Meeting:**

After due notice as required by law, The Washington County Planning Commission held a public meeting on the request for the Approval of a Subdivision Plat cited above on May 27<sup>th</sup> 2026, at 7:00 PM in the Zoning office. The Kramper's were unable to attend this meeting, Gary Mueller with API Survey LLC offered testimony on their behalf. There were no oral objections to this request for the Subdivision Plat approval. There were no letters of objection received. **No zoning changes are currently requested, only the subdivision of property.**

#### **Finding Facts and Recommendations:**

After considering the testimony presented at the Washington County Planning Commission meeting, the Planning Commission makes the following finding of facts and recommendations:



## Washington County Zoning Office

125 W. St. Louis St.  
Nashville, IL 62263  
618-327-4800 xt. 345

Krystal Althoff – Zoning Administrator

[Krystal.althoff@washingtonco.illinois.gov](mailto:Krystal.althoff@washingtonco.illinois.gov)

1. **Effect on General Welfare**

None

2. **Effect on Nearby Property**

Will not change the area

3. **Effect on Public Facilities, Traffic Circulation and Utilities**

None

4. **Effect on Nearby Schools, Hospitals, Etc.**

None

Accordingly, the Washington County Planning Commission has recommended by a vote of **5** Yes and **0** No that the request be Granted. **This is a positive recommendation.**

**Considerations:**

None

Respectfully,

Krystal Althoff

Washington County Zoning Administrator

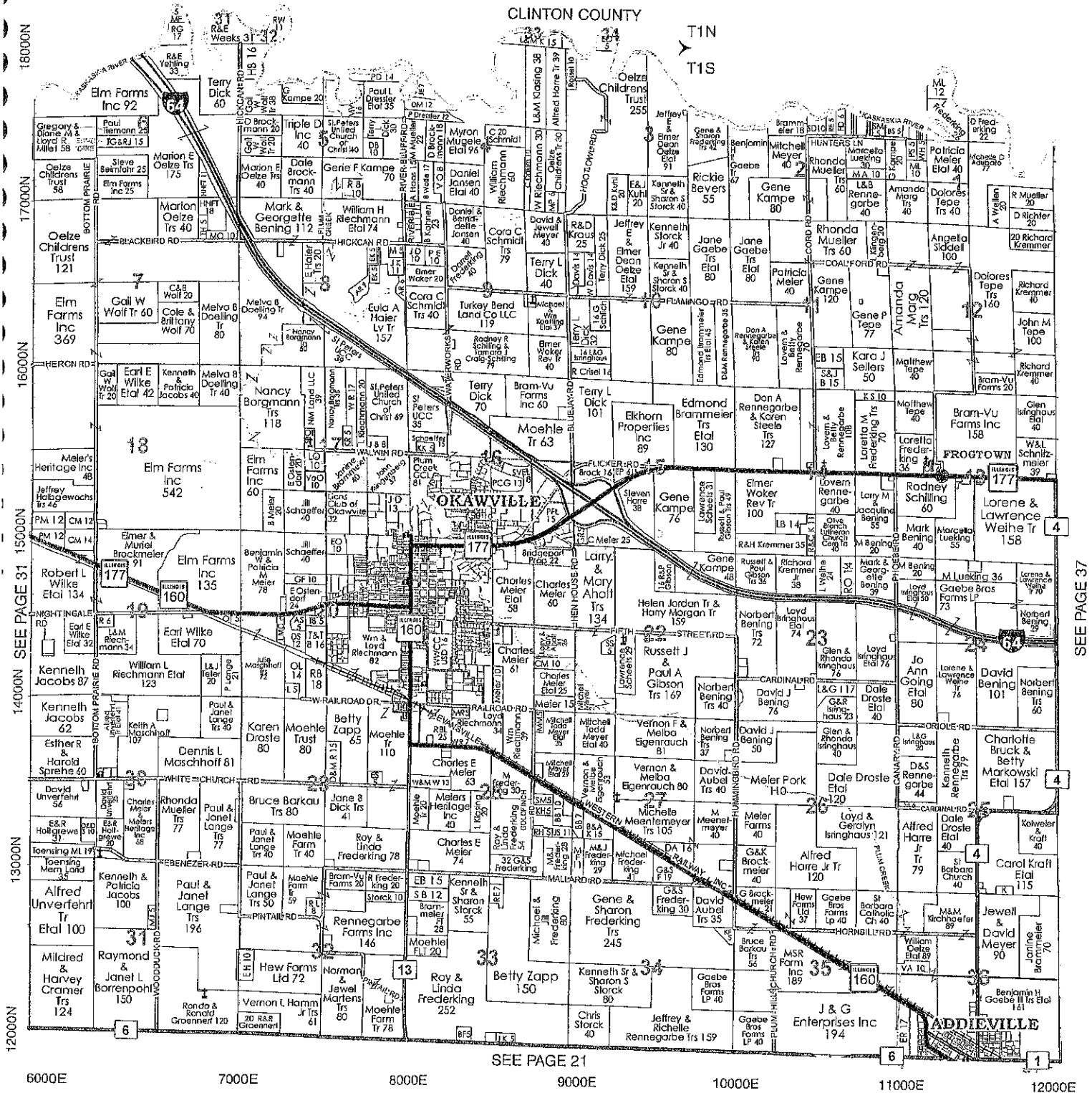




Okawville

Townships 1N & 1S - Range 4W

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**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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

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

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## **SECTION TWO**

### **Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. "Emergency Management Coordinator": Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. "Emergency Management Staff": includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. "Initial Governing Board": The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. "Public Agency": A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. "IEMMAS Regional Directors": The elected members of the Governing Board, representing the IEMMAS Regions.

### **SECTION THREE**

#### **Authority and Action to Effect Mutual Aid**

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

## **SECTION FOUR**

### **Compensation for Aid**

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

## **SECTION FIVE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## **SECTION SIX**

### **Jurisdiction Over Personnel, Equipment, and Assets**

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

## **SECTION SEVEN**

### **Liability**

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

## **SECTION NINE**

### **Effectiveness**

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

## **SECTION TEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION ELEVEN**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION TWELVE**

### **Notices**

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

## **SECTION THIRTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

## **SECTION FOURTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION FIFTEEN**

### **IEMMAS Board**

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as "IEMMAS"). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "IEMMAS Board."

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

## **SECTION SIXTEEN**

### **Duties of the IEMMAS Board**

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION SEVENTEEN**

### **Rules and Procedures**

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

## **SECTION EIGHTEEN**

### **Revocation of Prior Agreements**

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Washington County Emergency Management  
Public Agency Name

By: David A. Meyer  
Legally Authorized Agent

Printed Name: David Meyer

Title: County Board Chairman  
Date: June 9, 2026

State of Illinois                     )  
                                                  ) ss  
County of \_\_\_\_\_ )

\_\_\_\_\_, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

# EXHIBIT A



WASHINGTON COUNTY RESOLUTION 2026-127

**A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE  
ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE  
PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE  
ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE  
AGREEMENT**

**WHEREAS**, the Washington County Board has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the Washington County Board pertaining to appropriate functions in the case of an emergency; and

**WHEREAS**, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Washington County Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

**WHEREAS**, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the Washington County Board, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

**WHEREAS**, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the Washington County Board allowing for the participation in various mutual aid agreements; and

**WHEREAS**, it is in the best interests of the Washington County Board to provide as much as possible for assistance to the residents of the Washington County and other Members of said Mutual Aid Service Agreement.

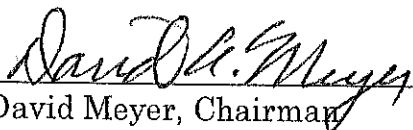
**NOW, THEREFORE, BE IT RESOLVED** by the Washington County Board as follows:

**Section 1:** That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

**Section 2:** That the Washington County Board, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".

**Section 3:** That the Washington County Board Chairman be and is hereby authorized to execute, on behalf of the Washington County Board said Agreement and that the Washington County Clerk is authorized to attest to said Agreement.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of Washington County, Illinois, to be affixed this 9 day of June, 2026.

  
David Meyer, Chairman  
Washington County Board

**ATTEST:**

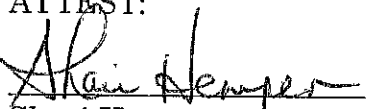
  
Shari Hempen,  
Washington County Clerk

EXHIBIT A

**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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

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

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## SECTION TWO

### Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. "Emergency Management Coordinator": Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. "Emergency Management Staff": includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. "Initial Governing Board": The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. "Public Agency": A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. "IEMMAS Regional Directors": The elected members of the Governing Board, representing the IEMMAS Regions.

### **SECTION THREE**

#### **Authority and Action to Effect Mutual Aid**

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

## SECTION FOUR

### Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

## **SECTION FIVE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## SECTION SIX

### Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

## SECTION SEVEN

### Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

## **SECTION NINE**

### **Effectiveness**

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

## **SECTION TEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION ELEVEN**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION TWELVE**

### **Notices**

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

## **SECTION THIRTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

## **SECTION FOURTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION FIFTEEN**

### **IEMMAS Board**

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as "IEMMAS"). IEMMAS shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "IEMMAS Board."

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

## **SECTION SIXTEEN**

### **Duties of the IEMMAS Board**

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION SEVENTEEN**

### **Rules and Procedures**

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

## **SECTION EIGHTEEN**

### **Revocation of Prior Agreements**

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

# EXHIBIT A



# WASHINGTON COUNTY ANIMAL CONTROL

I, Deb Hagopian, Warden of Washington County Animal Control, certify that the following information is a true and complete report of Animal Control activity for the month ending May 31, 2026, as submitted to the Board in June 2026.

| Category           | Metric                               | Count                    |
|--------------------|--------------------------------------|--------------------------|
| Shelter Population |                                      |                          |
|                    | Dogs Currently in Shelter            | 19                       |
|                    | Cats Currently in Shelter            | 20                       |
| Intake Summary     |                                      |                          |
|                    | Owner Surrenders                     | 4 / 5<br>( dogs / cats)  |
|                    | Strays Picked Up                     | 8 / 15<br>( dogs / cats) |
|                    | Police-Ordered Pickups               | 0                        |
| Outcomes           |                                      |                          |
|                    | Adoptions                            | 3 / 1<br>( dogs / cats)  |
|                    | Returned to Owner (Claimed)          | 5 / 0<br>( dogs / cats)  |
|                    | Transferred to Rescue                | 1 / 3<br>( dogs / cats)  |
|                    | Euthanized                           | 2 deceased cats          |
| Foster Program     |                                      |                          |
|                    | Dogs in Foster Care                  | 2                        |
|                    | Cats in Foster Care                  | 2                        |
| Field Services     |                                      |                          |
|                    | Animal Runs (During Operating Hours) | 24                       |
|                    | Animal Runs (After Hours)            | 13                       |
|                    | Total Runs                           | 37                       |

Illinois held at 4 pm on the 7th day of May, 2026 A.D.,  
In the Council Chambers of Ashley City Hall

Mayor Lamczyk started the meeting with the Pledge of Allegiance.

The Ashley City Council met for a Special Meeting on April 20th, 2026 at the Ashley City Hall. Mayor Lamczyk convened the meeting at 4:00 pm. Roll call was answered with Councilmen Darrell Malick, Fred Johnson, Deona Jannett, and Diana Joseph. City Staff present was Comptroller Tammy Fulton and City Attorney Aaron Atkins (via phone)

### **DOG POUND**

The Dog Pound is waiting on us to show that we have voted on giving them 3.2 acres on Radom Rd near the water storage tank.

A motion was made by Councilman Joseph and seconded by Councilman Malick to approve the ordinance or resolution and to move forward with donating 3.2 acres on Radom Rd near the water tower storage tank. Motion carried with 4 yeas and 0 nay

Bids were received from Morris Construction for \$60,000.00 and from Dwayne Lamczyk for \$35,000.00 to clean and cover everything at the dump site.

A motion was made by Councilman Joseph and seconded by Councilman Malick to accept the bid from Dwayne Lamczyk for \$35,000.00 to clean and cover everything at the dump site. Motion carried with 4 yeas and 0 nays

A motion was made by Councilman Joseph and seconded by Councilman Malick to approve Resolution Number 04-01-R01. Motion carried with 4 yeas and 0 nays

### **NEW BUSINESS**

Mayor Lamczyk would like to hire Justin Dejaynes to work, for 2 months through the summer, installing water meters. Pas to start at \$18.00 and hours

Discussion was had about the bulk water set up and it was decided to table it. A motion was made by Councilman Joseph and seconded by Councilman Jannett to table further discussion of the Bulk Water set up to the next meeting. Motion carried with 4 yeas and 0 nays

Discussion was had on purchasing a SXS, 2020 Kiboda with 800 hours on I, hauls 1,200 lbs and towing capability up to 1800 lbs,

A motion was made by Councilman Joseph and seconded by Councilman Malik to table further discussion of a SXS till the May meeting. Motion carried with 4 yeas and 0 nays

The current billing program is not working for Tammy and discussion was had about a new one that was presented to her by Lance, the meter man. Cambridge will cost \$6,450.00 for the first year and \$2,245 each year after that.

A motion was made by Councilman Jannett and seconded by Councilman Joseph to purchase the new water program, Cambridge, for \$6,450.00 for the first year and \$2,245.00 each year after that. Motion carried with 4 yeas and 0 nays

### HEARING FROM CITIZENS

Melvin Logan asked about the Dog Pound and Mayor Lamczyk explain that we were giving them 3.2 acres in exchange for their services. He then understood. He also said he understood what was being said about water storage.

It was asked about who was purchasing the store, Mayor Lamczyk said that it was Action Amusement and they were told that it would be used for storage.

A motion was made by Councilman Joseph and seconded by Councilman Jannett to adjourn the meeting. Motion carried with 4 yeas and 0 nays

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANCE AGREEMENT**

**Recitals**

This Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (ICJSA) for the uses and purposes set forth herein. Whereas, the undersigned public agency of the state of Illinois does hereby declare that it is in the best interest of the signatory public agency to make provision for policing mutual aid in the event the undersigned public agency should need policing mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that policing mutual aid is most effective if those public agencies who could potentially benefit from policing mutual aid are willing to provide policing mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as criminal justice mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), Sheriff-Conservator of the Peace (55 ILCS 5/3-6021), Sheriff-Posse Comitatus (55 ILCS 5/3-6022), Sheriff-Supervisor of Safety (55 ILCS 5/3-6036), the Illinois Intergovernmental Cooperation Act (5 ILCS 2020/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective policing mutual aid system, it is reasonable and desirable to have a third-party entity that can support, centralize, coordinate and organize the provision of policing mutual aid by and among signatory public agencies to the Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement, and;

Whereas, this ICJSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or policing personnel of a given public agency; each public agency which signs a copy of this ICJSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or criminal justice personnel to the requesting public agency as circumstances permit and in accordance with the terms of this ICJSA; the specific intent of this ICJSA being to safeguard the lives, persons and property of citizens of the Downstate Region of the State of Illinois during an emergency, policing need, or disaster by enabling other public agencies to provide additional resources, equipment and/or policing personnel as needed and;

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

Now, therefore, the undersigned public agency does hereby enter into this ICJSA with each and every other public agency which signs a counterpart copy of this ICJSA and agrees and contracts as follows:

**Section 1.     Incorporation of Recitals.**

The foregoing Recitals are incorporated herein and shall constitute material elements of this ICJSA Agreement.

**Section 2.     Purpose.**

Participating Agencies recognize that in certain situations the lawful use of policing personnel and equipment to perform criminal justice duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

**Section 3.     Power and Authority.**

**A.     Rendering and Requesting Aid.**

1. Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance. Each "Participating Agency" approving this ICJSA Agreement agrees to render and request mutual policing personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its agency head or their designee, as to the amount of its resources available to render aid shall be final.

**B.     Command and Employment.**

1. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this ICJSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the agency head, or their designee, of the requesting Participating Agency. However, at all times such policing personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

**C.     Reimbursement.**

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INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
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1. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this ICJSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

**D. Withdrawal or Termination:**

1. Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to Chairman of the Board of Directors. All annual fees payable to DMCS shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated; the obligation being annual regardless of the date of withdrawal or termination.

**E. MERIT Member Termination**

1. The Chairman may terminate a Participating Members membership in DMCS upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay DMCS the full annual fee for that year.

**F. Dissolution.**

1. The Board of Directors may vote to dissolve the DMCS Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of the Board of Directors must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The Chairman will immediately notify all members of the DMCS of the dissolution. The Chairman shall be authorized to effect the dissolution of the DMCS organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the DMCS organization.

**Section 4. Insurance and Indemnification.**

**A. Insurance.**

1. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

- a. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- b. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- d. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
- e. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.

**B. Indemnification.**

1. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own employees in any action or dispute arising in connection with, or as a result of, this ICJSA Agreement brought by non-party's to the Agreement. The requesting Participating Agency also agrees that this ICJSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.

**C. Reciprocal waiver and release.**

1. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.

**D. Defense.**

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

1. In the event that the Downstate Major Case Squad (DMCS) is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of DMCS in such lawsuit, claim or action.

**Section 5. Downstate Major Case Squad (DMCS)**

**A. Authority.**

1. The Downstate Major Case Squad (DMCS) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of the DMCS. The DMCS shall be governed by Board of Directors that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this ICJSA Agreement provided such rules and regulations are not inconsistent with the terms of this ICJSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by the DMCS Board of Directors. Each Participating Agency agrees not to hold itself out as an agent of the DMCS and will instruct each of its employees that they are not to hold themselves out as employees or agents of the DMCS.
2. A copy of DMCS's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by DMCS's Board of Directors, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase DMCS's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to DMCS, the Chairman shall proceed with termination as Set forth in Section 3 E.

**B. Board of Directors.**

1. The makeup of the DMCS Board of Directors shall be defined by the Board's established and ratified by laws.

**Section 6. Effective Date and Term.**

This ICJSA Agreement shall become effective upon its adoption by at least two agreeing Sheriffs, who agree to be Participating Agencies. Other agencies may join, according to whatever procedures they are bound by, to become a Participating

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

Agency and approve this ICJSA Agreement. Upon local adoption of the ICJSA Agreement, and approval of the DMCS Board of Directors, a unit of local government shall be deemed a Participating Agency. Approval by the Board of Directors for an applying agency shall not be unreasonably withheld.

**Section 7. General Conditions.**

**A. Amendment.**

1. No amendment or modification to this ICJSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.

**B. Binding Effect and Assignment.**

1. The rights and obligations in this ICJSA Agreement bind the Participating Agencies and may not be assigned or transferred.

**C. Third Party Beneficiary.**

1. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees, agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

**D. Governing Laws and Venue.**

2. This ICJSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this ICJSA Agreement or its construction or interpretation shall be in a court of law located in Mt. Vernon, Jefferson County, Illinois.

**E. Entire Agreement.**

1. This ICJSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this ICJSA Agreement.

**F. Waiver.**

**DOWNSTATE MAJOR CASE SQUAD  
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1. The failure of a Participating Agency to exercise at any time any rights under this ICJSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

**SIGNATURE PAGES ATTACHED**

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

(GOVERNING BODY WITH IGA AUTHORITY FOR CRIMINAL JUSTICE MUTUAL AID)

By: SHERIFF ROSS SCHWITZE

Ross Schwitze

(Printed Name-Signature)  
(TITLE-Head of Participating Agency)

DAVID A. MEYER

David A. Meyer

(Printed Name-Signature)  
(TITLE-County/City/Village Head, if required by jurisdiction)

JUNE 10, 2026

Date

June 9, 2026

Date

Attest:

April Kemper County Clerk

(Printed Name-Signature)  
(Clark of Village, City, or County or State Attorney)

June 9, 2026

Date



**DOWNSTATE MAJOR CASE SQUAD (DMCS)**

By:

[Signature]

Chairman of the DMCS Board of Directors

7/16/2028

Date

By:

[Signature]

1st Vice Chairman of the DMCS Board of Directors

7/20/26

Date

**PARTICIPATING AGENCY:**

**MEMORANDUM  
OF UNDERSTANDING  
BETWEEN  
COUNTY OF WASHINGTON**

**And**

**EMPLOYEES OF WASHINGTON  
COUNTY AMBULANCE**

**Effective December 1, 2025 to  
November 30, 2028**

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## **PREAMBLE**

This Memorandum of Understanding (MOU), entered into by Washington County, hereinafter referred to as the Employer, and the employees of The Washington County Ambulance, hereinafter referred to as Employee, has its purpose the promotion of harmonious relations between the Employer and the Employees. The establishment of an equitable and peaceful resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The employees and the County all recognize that prompt and effective service to the residents in a courteous manner is essential to the continued success of the County and the true job security can only be in the County's ability to satisfy its residents' demands.

The parties further agree that the prior Memorandum approved and entered into during December of 2022, is hereby rescinded and entirely replaced by this Memorandum of Understanding (MOU).

## **ARTICLE 1** **RECOGNITION**

The Employer recognizes the employees of Washington County Ambulance Employees' Group as the sole and exclusive bargaining representative for the purposes of establishing wages, hours, and terms and conditions of employment for the Washington County Ambulance Service in the following classifications:

All full-time and part-time employees in the following job classifications:

- Pre-hospital RN (PHRN)
- Paramedic
- Emergency Medical Technician
- Emergency Medical Responder

All other employees of the County of Washington are excluded including but not limited to:

Director of the Ambulance Service

All short term employees, confidential employees, managerial employees and supervisor as defined by the Illinois Public Relations Act.

## **ARTICLE 2** **NON-DISCRIMINATION**

**SECTION 1.** There shall be no discrimination against any employee on the basis of race, gender, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability or political affiliation.

**SECTION 2.** No employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by law or by this MOU.

**SECTION 3.** It is understood that wherever in this MOU employees or jobs are referred to in the masculine gender; it shall be recognized as referring to both male and female.

### **ARTICLE 3**

#### **NO STRIKE, NO LOCKOUT**

**SECTION 1.** During the term of this MOU, neither the employees nor any representative of the employees will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, slow-down, speed-up or other concerted refusal to perform duties by any employees or employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the employer.

**SECTION 2.** The employer has the right to discipline, up to and including discharge, those employees for violating the provisions of this article.

**SECTION 3.** During the term of this MOU neither the employer nor its agent for any reason shall authorize, institute, aid or promote any lockout of employees covered by this MOU

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

**SECTION 1.** It is mutually agreed that the Employer shall have the sole right to determine the manner and extent to which the facilities and equipment it owns, operates and /or occupies shall be operated, services or employment increased or reduced including the right to plan, direct, and control operations, hire, suspend, or discharge and the right to introduce new or improved methods, equipment or facilities.

It is expressly agreed that all rights, which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished by the terms of this MOU by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to:

- A. Direct all operations of the County including the right to manage its facilities and equipment and direct the working forces, including the right to evaluate, hire, promote, suspend, discipline or discharge employees;
- B. To hire and assign or to transfer employees from one position, facility or classification to another, to schedule and assign work and overtime;
- C. Lay off due to lack of work or funds or for other legitimate reasons;
- D. Promote and/or transfer employees to positions and classifications not covered by this MOU; it being understood, however, that employees may not be forced to take a position outside the bargaining unit;
- E. Make such operating changes as are deemed by the Employer necessary for the efficient and economical operation of the facilities and equipment;
- F. Maintain discipline and efficiency;
- G. Hire, promote, demote, transfer, discharge or discipline all persons in positions not covered by this MOU;
- H. Determine the type of services to be rendered, the standard of services offered, the location of work, the assignment of duties within work periods and the methods, processes, and means of operation and manner of conduct and performance of services rendered, and to introduce new or improved methods of operation;
- I. To make, publish and enforce reasonable rules and regulations;
- J. To contract out for goods and services;
- K. To determine its mission and policies, to set forth all standards of services offered to the public and to set the amount of budget to be adopted thereto;

L. To take any and all reasonable action as may be necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Governor of the State of Illinois, the Chairman of the Washington County Board, the Washington County Sheriff, the Director of Washington County Emergency Management Agency, or the Project Medical Director of the HSHS St. Elizabeth's EMS system.

M. All employees will be subject to random alcohol screening at the County's cost.

## **ARTICLE 5**

### **DISCIPLINE and DISCHARGE**

**SECTION 1.** The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension (notice to be given in writing)
- D. Discharge (notice to be given in writing)

The employer shall not discipline or discharge any post-probationary employee without just cause. Discipline shall be imposed as soon as possible after the employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

After investigation, if an employee is found to have been derelict in the performance of his/her duties the employee may be disciplined by suspension for the first offense.

In any event the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting.

**SECTION 2.** While not the only basis for discharge, if, at any time, for any reason, any employee is without benefit of state licensure required by state law, for performance of duties of that employee, he shall be immediately suspended, without pay, and shall be given thirty (30) consecutive calendar days to correct the licensure problem. If the license problem is not corrected by the employee within thirty (30) calendar days, the employee shall be dismissed.

If the loss of state/local licensure was not directly related to the performance of patient care, the employee may apply for any existing vacancy for which he is fully qualified and may be given preference when the Employer fills the vacant position.

**SECTION 3.** It is understood that unexcused absenteeism, excessive tardiness, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Employer to take corrective action, up to and including discharge. If an employee is disciplined for unexcused absenteeism, excessive tardiness, or the abuse of sick leave, discipline shall not be set aside unless it is proven that it is arbitrary or capricious.

**SECTION 4.** If the Employer has reason to discipline an employee, it shall be done in private.

**SECTION 5.** For discipline involving suspensions and/or discharge, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be entitled to request employee/peer representation. The employee shall be given the opportunity in the meeting to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed upon request and when warranted.

**SECTION 6.** Notwithstanding the language of **SECTION 5** above, the employer may suspend an employee without pay and without prior notice for a period not to exceed fifteen (15) days, if the employer has probable cause to believe that the employee has committed any patient neglect and/or criminal conduct while on the job.

For purposes of this **ARTICLE 5**, the term "patient neglect" shall mean any action or omission by the employee, which may place any patient in jeopardy.

Not more than fifteen days following the imposition of such an emergency suspension, the employer shall conduct a pre-disciplinary meeting, in the same manner and form as described in Section 9.5, to establish just cause for the disciplinary action.

A decision shall be rendered by the employer no later than twenty-four (24) hours after said pre-disciplinary meeting is concluded. However, the employee and employee representative upon request, shall be allowed up to twenty-four (24) hours to prepare a rebuttal prior to concluding the pre-disciplinary meeting.

If the employer fails to establish just cause for discipline at the pre-disciplinary meeting, then the employee shall immediately be reassigned to his regular duties and he shall be forthwith compensated for all lost regular wages and benefits and be made whole for losses incurred by reason of such emergency suspension.

**SECTION 7.** An employee shall be entitled to the presence of an employee peer representative at an investigatory interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him.

**SECTION 8.** Any written warning or discipline imposed for tardiness or excessive absenteeism shall not be used for the purposes of progressive discipline if, from the date of the last warning or discipline, one year has passed without the employee receiving an additional warning or discipline for such offense.

## **ARTICLE 6**

### **SENIORITY**

**SECTION 1.** The term seniority as used in this MOU shall mean:

- A. Length of continuous service
- B. Skill and ability to perform the job.

When the County determines that two employees have relatively equal skill and ability to perform the job, length of continuous service will govern.

**SECTION 2. Probationary Employment.** During their initial twelve (12) months of continuous full-time service (or two hundred forty (240) hours of part-time service for part-time employees) with the County, employees shall be considered to be probationary employees and shall not be entitled, except otherwise expressly provided, to any benefits conferred by this MOU; and such employees may be discharged or disciplined at the discretion of the County for any reason without recourse by the employee. The twelve (12) month probationary period may be extended up to six (6) additional months by mutual agreement of the parties. After completion of such a probationary period, the length of service date of such employees shall be deemed to commence from the date upon which the employee entered the service of the County.

**SECTION 3. Promotional Probationary Period.** A promoted employee may be returned to his/her former position classification anytime within four (4) months after such promotion due to inability to perform duties and responsibilities of the promoted position classification.

**SECTION 4. Seniority.** A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire length of service from his/her date of hire.

**SECTION 5. Layoff and Recall.** If the County determines that it is necessary to lay off employees, regular, full-time employees will be given preference in accordance with their seniority as defined in Section 1 and their ability to perform the additional work required without additional training. There shall be no up grading in a layoff or recall. Employees shall be recalled in accordance with their seniority as defined in Section 1, above.

**SECTION 6. Shift Bidding.** When it becomes necessary to transfer employees from shift to shift or position to position, such transfer shall be offered to the qualified employees on the shift by seniority. If all qualified employees refuse the least senior qualified employee on the shift will be transferred.

**SECTION 7. Termination of Seniority.** Seniority shall be lost and the employment relationship and continuous service of an employee shall be considered terminated, and subsequently reemployment shall be deemed new employment in the following events:

- A. Voluntary quit or retirement;
- B. Discharge for cause;
- C. Absence in excess of a leave of absence;
- D. In the event of an anticipated absence from work failure to notify the County of the cause in advance, or, if unanticipated, as promptly as practicable (and, unless good cause for delay is shown, in no event later than three (3) calendar days from the commencement of such absence);
- E. Failure to return to work from a layoff within three (3) work days following the receipt of notice to return to work sent by registered or certified mail to the employee's last known address or following the date of telephone notice to him/her. It shall be the sole responsibility of an employee to keep the County advised as to his current address and telephone number provided that if he should fail to do so, then the three (3) work days shall be deemed to have commenced from the sending of the registered or certified mail or from the date of attempted telephone notice to him/her;
- F. Working for another employer during a leave of absence without specific written permission from the County in advance;
- G. Not performing any work for the County for any reason for a period of six (6) months.

**ARTICLE 7**  
**HOURS OF WORK**

**SECTION 1.** The work schedule will be based on a 48/96 hour schedule. The full-time employees will be scheduled on a six (6) day rotation consisting of two (2) twenty-four (24) hour shifts on duty followed by four (4) twenty-four (24) days off. This rotation will be worked on a three (3) shift basis. A record of hours worked by all employees shall be maintained by the County. The Parties will review the schedule annually.

**SECTION 2.** Work schedules are available to employees electronically through the software provided by the Employer. When changes in scheduling are warranted by programmatic or operational need, the Employer shall notify the employee, and on timely request, negotiate with the employees concerning such changes. Such negotiations shall not delay the implementation of any changes.

**SECTION 3.** Employees covered by this MOU shall be paid one and one-half times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week. The workweek shall be defined as seven consecutive days commencing at 08:00 hours on Monday. Paid time off due to sick leave, holidays, vacation or other paid leaves is not to be included as "time worked" in computing the forty hours per week requirement.

**SECTION 4.** The County reserves the right to require and assign overtime to maintain minimum staffing. The County reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. The County shall attempt to distribute scheduled overtime opportunities to those desiring to work overtime. The employees understand that overtime must be filled and that it will either be on a voluntary or mandatory basis. The employee also realizes that some employees do not desire to work any voluntary overtime.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**SECTION 1.** NO EMPLOYEE of Washington County Ambulance shall leave his/her work assignment to investigate, file or process grievances without first obtaining the consent of the Ambulance Administrator, which consent shall not be withheld unreasonably. In the event of a grievance, the EMPLOYEE shall always perform his/her work and file his/her grievance later. The steps to file a grievance shall be as follows:

1. Complete a Department Grievance form and return it to the Ambulance Administrator.
2. The Ambulance Administrator shall review the complaint and try to resolve the complaint within five (5) working days.
3. If after five (5) working days, the Ambulance Administrator has not resolved the complaint, the grievance shall be forwarded to the Washington County Ambulance Committee Chairman with a summary of the actions taken by the Ambulance Administrator, and at which time the matter will be taken before the Washington County Ambulance Committee.
4. The Ambulance Committee shall review the complaint and do one or more of the following:
  - A. Resolve the complaint by Committee.
  - B. Refer the complaint to the Washington County Board for a final and binding resolution of all issues.

AT NO TIME shall EMPLOYEE refer a grievance to the Washington County Board Chairman or Washington County Board Members without going through the proper procedures as stated above.

## **ARTICLE 9**

### **SAFETY AND HEALTH**

**SECTION 1.** The employer shall provide safe, secure, healthful working conditions and shall take actions necessary to minimize the risk of disease or injury to employees. The Employer agrees to comply with applicable federal, state and local health and safety laws and regulations.

**SECTION 2.** All employees shall be entitled to a safe working environment. An Employee who discovers a potentially hazardous condition(s) or unsafe equipment must notify their captain, or the Ambulance Administrator of such hazard immediately after the hazard is discovered. No employee will be disciplined for reporting health and safety issues. However, employees found to have violated company safety policy may be subject to disciplinary action up to and including termination.

**SECTION 3. Personal Protective Clothing and Equipment:** All personal protective clothing and equipment required by the Employer shall be furnished and maintained by the Employer without cost to the employee.

**SECTION 4. Clothing Allowance:** Effective Annually each full-time employee will be eligible for approved uniform items including but not limited to:

- 2 - short sleeve t-shirts
- 2 - short sleeve polos
- 1 – pullover
- 2 – EMS pants
- 1 – pair boots

When an Employee's uniform becomes damaged in the line of duty, the employee will notify the EMS Chief and arrange to have the item replaced.

Employees must return all County uniforms and property upon termination of employment. The Employer may withhold from an employee's check the cost of any County issued uniform or property that is not returned within ninety-six (96) hours of the last shift worked.

**SECTION 5.** Should unsafe or unhealthy working conditions continue to exist, the parties shall convene a joint Labor/Management Meeting for the purpose of identifying and correcting said conditions.

## **ARTICLE 10**

### **EMPLOYEE RIGHTS**

**SECTION 1. Employee Investigations:** Employees shall be allowed up to thirty minutes without loss of pay to investigate and process grievances and attend grievance meetings during their working hours so long as such time does not interfere with operations. If approved by the EMS Chief, employees will further be allowed to participate without loss of pay while on duty, in any committee meetings established by this MOU, as well as meetings concerning modifications of and supplements and successors to this MOU. Any Employee called into a meeting as a witness while off duty will be paid at the appropriate rate for the time participating on any such meeting.

**SECTION 2. Bulletin Board:** The County agrees to furnish bulletin board space and the Employees have the right to post notices of meetings and social gatherings which do not impugn management or pertain to strike or boycott of other employers on the bulletin board furnished by the county.

## **ARTICLE 11**

### **MISCELLANEOUS**

**SECTION 1. Voting Time.** The County shall observe the provisions of State law with respect to voting time. The County may require proof of voting. Any person who absents himself for the purpose of voting and who does not actually attempt to vote in the election shall be subject to discharge.

**SECTION 2. Notice.** Consistent with its right to establish, modify, publish and enforce reasonable rules and regulations as set forth in Article 4, Section 1, the County agrees to provide the Employees with not less than ten (10) days' notice, when possible, when rules and regulations are published or modified and will meet with the employees, if requested, to discuss the effects on the covered employees.

**SECTION 3. Captains.** The County has the ability to appoint a Captain on each shift. The captain will be appointed by the Administrator based on skill and job performance, not necessarily by seniority. The captain will have the ability to assist with training, scheduling and credentialing at the Administrators discretion. The captain will be allowed to discipline, grant time off or relieve an employee from duty.

**SECTION 4. Third Crew.** Ambulance personnel will be paid \$50.00 per call plus applicable hourly rate for all time worked. All time worked in excess of forty hours per week will be paid at an overtime rate. Employees clocked in for third crew will be required to man the station for at least one hour.

**SECTION 5. Paid Leave for All Workers Act.** The Parties agree that the Illinois Paid Leave for All Workers Act shall not apply to the employees covered by this Agreement and all wage and leave provisions in this Agreement shall apply. The parties agree that the wage and leave provisions in this Agreement are sufficient to meet the requirements for exemption from the Illinois Paid Leave for All Workers Act.

**SECTION 6.** The County, depending on volunteer staffing, will put on a "power truck" to operate Monday through Saturday from 0900 to 1700. Ambulance personnel will be paid \$100.00 per day, plus the applicable hourly rate for all time worked. All time worked in excess of forty hours per week will be paid at an overtime rate. Ambulance personnel who accept a call for service AFTER 1700 while working on the "power truck" will receive an additional \$50.00 for day. The County will alone decide at any time during the period of this MOU whether to continue or discontinue the use of the "power truck" in its discretion based on staffing, availability of volunteers, availability of equipment, profitability and other factors in the County's discretion.

## **ARTICLE 12**

### **DRUG AND ALCOHOL TESTING**

**SECTION 1.** The County may continue its current position of requiring drug and alcohol testing of all applicants and of employees upon a random basis, reasonable suspicion or after accidents when employee negligence, lack of good judgment, or lack of coordination or proper reactions is reasonably suspected. Such testing shall be conducted by a reputable, certified testing laboratory and, except as otherwise mutually agreed by the County and the employees, shall apply the standards for a positive test recommended by the National Institute of Drug Abuse. Any employee who tests positive after testing, who refuses to consent to or to take such test, or who attempts to circumvent or frustrate the test results shall be subject to immediate discharge. Any employee injured on the job, who is tested when provided

above and who tests positive for drug or alcohol at the time of such injury shall have his Workers' Compensation benefits reduced or eliminated to the maximum extent permitted by law. Any employee who voluntarily comes forward prior to testing positive will be permitted to seek treatment before returning to work.

### **ARTICLE 13**

#### **LEAVES OF ABSENCE**

**SECTION 1.** Any employee may be granted a medical leave of absence from his employment for reasons satisfactory to the County including and shall secure such leave of absence in writing in accordance with the County's normal policies. The maximum leave of absence at any one time shall be for ninety (90) calendar days and, upon request, may be extended for two (2) additional thirty (30) day periods. Leaves of absence may be conditioned upon such reasonable requirements as the County may make such as furnishing periodic doctor's reports, calling the County to discuss current status, etc. The shop steward shall be given notice of any grant or extension of a leave of absence.

**SECTION 2.** Any leave taken under the Federal or any other applicable Family and Medical Leave Law may not be extended or otherwise taken in addition to leave under this provision so as to extend the time away from work. There will be no pyramiding of leave. The County reserves the right to count the time taken under the Federal, or any other applicable Family and Medical Leave Laws, as time taken under this policy and to require employees to substitute available paid time off for FMLA leaves except that employees can elect to hold their available vacation time. The parties recognize the County's responsibility to address the issues raised by the Federal Family and Medical Leave Law and accordingly, the County may adopt and/or modify a Family and Medical Leave Policy that is done so pursuant to and as allowed by the provisions of the Federal Family and Medical Leave Law.

**SECTION 3.** Employees who leave the service of the County to enter the United States Armed Forces, the U.S. Maritime Commission, the National Guard, or for other selective or compulsory civilian service shall, upon their return, be granted such rights as are provided under applicable federal and state law.

### **ARTICLE 14**

#### **JURY LEAVE**

**SECTION 1.** When regular, full-time employees are required to perform jury service, they shall immediately notify their supervisor upon receipt of notice of call to such service. This Article shall not be applicable to jury service on more than five (5) work days in any twelve (12) month period. Employees whose jury duty does not require them to be absent an entire duty shall immediately report their availability for work that day to their supervisor. Whenever considered necessary by the County because of operational needs, an employee shall cooperate with County in requesting a postponement of jury service.

### **ARTICLE 15**

#### **FUNERAL LEAVE**

**SECTION 1.** Funeral leave will be granted consistent with County policy. However, based on the full-time employee's specific schedule paid bereavement leave for the loss of the employee's immediate family as listed in the County's Employee Handbook, the full-time employee will not be required to work on any of the three (3) consecutive days following the death up to and including the date of the funeral. Employees will be paid a maximum of twenty-four (24) hours of funeral leave pay during this period. In addition, employees may utilize leave under the Illinois Child Bereavement Law, as applicable.

**ARTICLE 16**  
**HOLIDAYS**

**SECTION 1.** Holidays shall be:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day

These holidays shall be paid out at 24 hours of straight time. To be eligible for holiday pay the employee shall work the employee's last workday before the holiday and the first scheduled workday after the holiday unless absence on any of these workdays is for good cause and approved by the Employer.

**ARTICLE 17**  
**VACATIONS**

**SECTION 1.** Vacations are earned for service during the past year and in anticipation of further service during each calendar year.

**SECTION 2.** Vacation time shall be calculated from the date of hire of each employee. Employees shall earn vacation time in accordance with the following schedule:

- |                |                             |
|----------------|-----------------------------|
| A. 0-5 years   | .05 per actual hour of work |
| B. 6-10 years  | .07 per actual hour of work |
| C. 11-15 years | .09 per actual hour of work |
| D. 16 years +  | .11 per actual hour of work |

**SECTION 3.** Employees shall start to accumulate vacation credit upon their date of employment. However, employees may not utilize vacation time until the completion of their probationary period. After completion of their probationary period, employees will receive pro-rated vacation from that date until the next January 1<sup>st</sup>. Employees shall not accrue vacation leave for any pay period during which they are on layoff or any other leave of absence without pay status, unless otherwise agreed in writing by the Employer.

**SECTION 4.** To the extent sick leave may be exhausted, an employee may request, and if the Employer approves, use vacation leave for purposes other than taking a vacation.

**SECTION 5.** In order to assure the orderly performance and continuity of services by the employees in their respective job classifications, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. Requests for vacation shall be granted upon approval of the department head or captain. Vacation time off will be requested and granted through the County's scheduling program on a first come-first served basis. Requests for vacation shall not arbitrarily be denied by the employer.

**SECTION 6.** An employee may cash in vacation time in the same increment as vacation days earned during the employee's vacation year. Cash out vacation requests must be submitted by November 15 in order to be paid by November 30. An employee may choose to carry forward to the next year a maximum amount of two hundred-forty (240) hours or ten (10) working days if said employee chooses not to use or cash in said hours.

**SECTION 7.** Any Ambulance Department employees not covered by this agreement shall be subject to the provisions of the Washington County Paid Leave for All Workers Policy.

## **ARTICLE 18**

### **SICK LEAVE and DUTY INJURY LEAVE**

**SECTION 1.** Each full-time employee of the Employer covered by this MOU shall be entitled to accumulate sick leave at the rate of .05 for each actual hour of work.

**SECTION 2.** Employees shall start to accumulate sick leave as of their date of employment and shall be eligible for said sick leave absences once they have completed their probationary period. Employees shall not accrue sick leave for any pay period during which they are on layoff or other leaves of absence which are of at least 30 days duration.

**SECTION 3.** Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

#### **A. Personal Illness or Disability:**

Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

#### **B. Family Illness or Disability:**

Employees shall be eligible to utilize up to half of their accumulated paid sick leave when there is a sickness or disability involving a human member of their immediate family or household which requires the employees personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

#### **C. Maternity, Medical and Extended Duty Injury Leave:**

1. Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, for maternity leave (if the employee is in fact unable to work due to pregnancy), approved medical leave, and approved extended duty injury leave.

2. If paid sick leave benefits have been exhausted, an employee unable to work due to pregnancy, illness or disability (documented by a physician's statement) will be granted a leave of absence without pay for up to twelve (12) weeks. To return to work after approved leave, the employee must provide a release from the attending physician and be qualified to perform the duties of the position last held. If an employee is unable to return to work at the end of six (6) months, additional

leave time may be requested by the employee. Time off under this provision will run concurrent with any available FMLA leave.

**SECTION 4.** The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken. Sick leave may be taken in six (6) hour increments.

**SECTION 5.** A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.

**SECTION 6.** It is the responsibility of each employee requesting paid sick leave to notify their captain. Employees who are requesting paid sick leave, in accordance with **SECTION 3 (A)** (Personal Illness or Disability) above, shall notify or cause notification to be made to their captain, at least two (2) hours before the time specific for the beginning of their work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their captain immediately. In the event no sick leave notification is made thirty (30) minutes prior to the start of the workday, the employee's captain shall consider and handle the employee's absence as an unexcused absence without pay and discipline may be imposed unless the employee can later substantiate and document that it was impossible to make or cause such notification. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested unless this requirement is expressly waived by the Director of the Ambulance Service.

**SECTION 7.** If the Employer has reasonable grounds to believe sick leave is being abused, including, but not limited to, any instance where an employee has requested vacation or personal leave which was denied in accordance with this MOU and the employee subsequently calls in sick, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to the reason set forth in **SECTION 3** (Sick Leave Utilization Requirements) above. In any case, such certification must be presented whenever sick leave is requested for more than 36 consecutive hours.

If the Employer demands an additional form of proof, different than that was furnished by the employee, and involves cost to the employee, the Employer shall pay the cost of such professional services.

**SECTION 8.** Any employee who is sick or disabled for two (2) regularly scheduled consecutive shifts may be required, at the Employer's discretion, to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the employee's captain before the employee will be permitted to return to work. The Employer may also require, at its discretion, that an employee takes a medical physical as set out in **SECTION 7** above. If the Employer requests a medical physical, he may give the employee leave with pay until the report from the medical physical is received.

**SECTION 9.** Any employee injured or incurring an illness as the result of non-County employment, or as a result of contracted work, who is injured or incurs an illness in the course of said employment, and who receives remuneration for lost income for said injury or illness from whatever source, shall forthwith transmit said remuneration to the County through the Treasurer's Office.

**SECTION 10.** Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this provision and shall retain any unused sick leave up to a cap of nine hundred sixty (960) hours accumulated prior to the effective date of this MOU. Any sick leave remaining at the end of a fiscal year in excess of nine hundred sixty (960) hours will be paid at straight-time.

**SECTION 11.** Any employee who has not utilized any sick leave for any consecutive twelve (12) month period shall receive a \$100.00 cash bonus payable in December of each year.

## **ARTICLE 19**

### **HEALTH INSURANCE**

**SECTION 1.** During the term of this MOU, the Employer shall continue to make available to Employees and their eligible dependents, the same medical, dental, prescription, and disability, life, accidental and critical illness insurance plan(s) as provided for other regular, full-time County employees covered by the Employer's medical insurance plan. The Employer reserves the right to make any changes, reductions, modifications, deletions, or improvements (including the termination of coverage) with respect to employee medical insurance (including; but not limited to, changes in insurance carriers, insurance plans (HMO, PPO, or otherwise), benefits levels, deductibles, copayment levels, opting for self-insurance, etc.), so long as the changes are equally applicable to regular full-time County employees covered by the Employer's medical insurance plan.

**SECTION 2.** Employees eligible to participate in the County's plan will be responsible for the first five-hundred dollars (\$500.00) of the deductible. The County will reimburse employee for any remaining deductible upon proof of payment of same. Any increase in premium over five hundred fifty dollars (\$550.00) per month, will be split equally between the employer and employee.

**SECTION 3.** The County shall provide to the employees a dental and vision plan and cover the life insurance premiums for a \$25,000 life insurance policy during the term of the employee's employment.

**SECTION 4.** Health insurance benefits will not be provided by the County to any employee until six (6) months after the County's next premium payment for newly hired full-time employees, and until ninety (90) days after the County's next premium payment for employees who were working part-time and are going into a full-time position. The amount of employee premium contributions required under this Article shall be deducted from the employee's regular paychecks.

## **ARTICLE 20**

### **EMPLOYEE/MANAGEMENT MEETINGS**

**SECTION 1.** The Employees or the County may request an employee/management meeting to discuss problems of concern, including conditions tending to cause misunderstandings and problems involving the administration of this MOU.

**SECTION 2.** The party requesting such meeting shall submit an agenda to either the Director of Ambulance Service or the Employee representative, respectively, at least seven (7) calendar days prior to the date of the scheduled meeting. There shall be no obligation to schedule employee/management meetings more than quarterly, except by mutual agreement.

**SECTION 3.** The employee/management meeting shall neither be subject to the grievance and arbitration provisions of this MOU, nor shall grievances be discussed at such meetings, nor shall proposals be advanced to alter the existing terms and conditions of this MOU.

## **ARTICLE 21**

### **EMPLOYEE DEVELOPMENT AND TRAINING**

**SECTION 1.** All mandated certification classes will be paid by the Ambulance Service including labor time while at the classes as well as mileage to and from the base to training.

Example: BLS, ACLS, ITLS, PHTLS, PALS, or PEPP.

**SECTION 2.** Employer will provide employees access to a learning management system that includes all mandatory annual training required by the Employer and the ability for employees to access continuing education to complete licensure renewal education requirements.

## **ARTICLE 22**

### **PRIVACY**

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 II-CS 140/7) and pertains to employees, or to matters related to collective bargaining, to an entity that is not a party to this MOU. The affected employee(s) shall be notified of any public disclosure request for information pertaining to the employee(s) at least five (5) days prior to the response of the Employer to the request. All affected employee(s) shall also be provided a copy of the public disclosure request.

## **ARTICLE 23**

### **WAGES**

Wages beginning December 1, 2025:

Part-Time:

EMT-B shall receive \$20.80/hour

EMT-P shall receive \$23.32/hour

Full-Time:

EMT-B shall receive \$19.86/hour

EMT-P shall receive \$22.49/hour

\*The parties hereto understand and agree that these wages are to be paid retroactively from December 1, 2025, to the date of this Memorandum. Any back pay due has been or will be paid on the next paycheck or as soon as possible thereafter.

Wages beginning December 1, 2026:

Part-Time:

EMT-B shall receive \$21.63/hour

EMT-P shall receive \$24.49/hour

Full-Time:

EMT-B shall receive \$20.65/hour

EMT-P shall receive \$23.61/hour

Wages beginning December 1, 2027:

Part-Time:

EMT-B shall receive \$22.50/hour

EMT-P shall receive \$25.47/hour

Full-Time:

EMT-B shall receive \$21.48/hour

EMT-P shall receive \$24.55/hour

Captains shall receive an additional \$1.50/hour and FTO's shall receive an additional \$1.00/hour.

Based upon years of service actively working in EMS, the department will recognize longevity with other EMS departments in consideration of overall years of experience. It is the responsibility of the employee to provide the department with clear and convincing evidence, including, but not limited to, official documents provided by the Illinois Department of Public Health and/or the National Registry of EMTs and Paramedics, and prior service from previous departments. Pay will begin once substantial proof has been provided and an anniversary date has been determined. The anniversary date determined for longevity pay shall only apply for this application and will not be considered for departmental seniority purposes.

Upon completion of the following years of service, the department will pay as follows:

5 years of service \$.10 per hour

10 years of service \$.20 per hour

15 years of service \$.30 per hour

20 years of service \$.40 per hour

25 years of service \$.50 per hour

30 years of service \$.60 per hour

35 years of service \$.70 per hour

To accurately calculate longevity, each longevity step shall be added to the next longevity step (for example an employee completes 10 years of service the employee would receive \$.30 per hour step). Upon calculation of any annual COLA raises, the COLA raise shall be calculated on the base, and the longevity step will be added to the base amount. The Captain's stipend shall be added after the step.

The County will recognize the following education and professional development step increases:

CPR Instructor: \$ 0.05 per hour

ACLS Instructor: \$ 0.05 per hour

PALS Instructor: \$ 0.05 per hour

PHTLS/ITLS Instructor: \$ 0.05 per hour

AMLS Instructor: \$ 0.05 per hour

National Registered EMTP: \$ 0.10 per hour

EMS Lead Instructor: \$ 0.15 per hour

Critical Care Paramedic: \$ 0.25 per hour

Education and professional development pay will begin once substantial proof has been provided to the department including, but not limited to, copies of degree certificates, current licenses, and credentials. All professional development credentials must be current and remain current for the employee to continue to receive the step. Professional development credentials will be paid cumulative to the number of recognized current certifications/licenses. It is the responsibility of each employee to maintain current professional development credentials in their profile within the scheduling software and the learning management system. The credentials will be audited by the department regularly and if expired

professional development credentials are found the step will be terminated until such time the employee obtains updated credentials and the updated credentials are available for audit in said profiles. It is not the responsibility of the department to notify the employee that this step has been suspended due to expired credentials.

Newly hired full-time employees hired in as EMT-B will be expected to commence Paramedic training within the first two (2) years of their employment unless specifically exempted from doing so by the County.

All certifications such as Paramedic, ACLS, BCLS, needed to fulfill requirements for the County's paramedic and ambulance service program, are to be paid for by the County. Employees, upon completion of all classes in which the county bears the expense, will be required to complete two (2) years of work for which the state certification was obtained. If the employee terminates his/her employment before the two (2) year period, the employee will be required to sign a tuition reimbursement agreement with the County agreeing to reimburse the County for all expenses incurred, excluding wages. Any employee terminating his/her employment within two (2) years after receiving such county-paid state certifications, shall have the same amount deducted from their final paycheck and make suitable arrangements to repay any amounts more than the amount of their final paycheck. State certifications as used in the section will mean completion of classroom instruction and field work which results in state certification.

**ARTICLE 24**  
**TERMINATION OF MOU**

**SECTION 1.** This MOU shall become effective as of December 1, 2025, and shall remain in full force and effect through November 30, 2028.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several copies of this MOU.

By: David A. Meyer  
Chairman of the County Board

By: Carl Adams  
Employee Representative

Date: June 9, 2026

Date: June 10, 2026

Report of Committee

STATE OF ILLINOIS     )  
                                      )  
WASHINGTON COUNTY    )

Nashville, Illinois

June 3, 2026

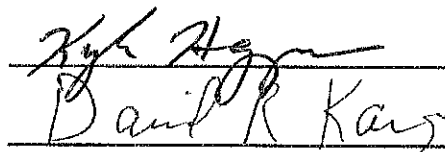
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of May 2026 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  | \$74,531.96   |
| County Bridge Fund   | \$40,746.99   |
| County Matching Fund | \$0.00        |
| County MFT Fund      | \$4,141.94    |
| Road District Fund   | \$101,266.93  |
| Township Bridge Fund | <u>\$0.00</u> |
| Total                | \$220,687.82  |

All of which is respectfully submitted

  
Chairman

  
Daniel R. Kang

  
Claims Committee

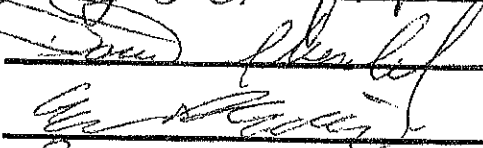
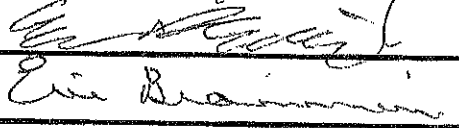
We have examined and approved the bills listed for May 2026 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:

|                      |               |
|----------------------|---------------|
| County Highway Fund  | \$74,531.96   |
| County Bridge Fund   | \$40,746.99   |
| County Matching Fund | \$0.00        |
| County MFT Fund      | \$4,141.94    |
| Road District Fund   | \$101,266.93  |
| Township Bridge Fund | <u>\$0.00</u> |
| Total                | \$220,687.82  |

Date:

6-3-26

  
Chairman

  
  
  
Road and Bridge Committee

INVOICE EDIT REPORT

Page: 1  
Date: 06/08/2026  
Time: 14:09:08

| Vendor Number | Vendor Name                    | Inv/PO Number  | Claim Number                                                                | Invoice Date         | Due Date | G/L Date | Liq. ? | Comm. Bank System | Operator Batch |
|---------------|--------------------------------|----------------|-----------------------------------------------------------------------------|----------------------|----------|----------|--------|-------------------|----------------|
| 2773          | ADVANCED CORRECTIONAL HEALTHCA | INV-004480     |                                                                             | 05/13/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               | 001 05-505.43                  |                | WASHINGTON CO SHERIFF - JAN 2026 PHARMACY                                   |                      |          |          |        | 379.99            |                |
|               |                                |                | INMATE MEDICAL NEEDS                                                        |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 379.99         |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 379.99         |
| 1605          | ADVANCED INVESTIGATIVE SERVICE | WCHD26100      |                                                                             | 05/29/26             | 06/09/26 | 06/09/26 | N      | 06/04/26          | DONNA 3184     |
|               | 009 00-501.60                  |                | HEALTH DEPT - INVESTIGATION (LIMITED BACKGROUND)                            |                      |          |          |        |                   |                |
|               |                                |                | BUILDING MAINT. & CONTRACTUAL                                               |                      |          |          |        | 130.00            |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 130.00         |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 130.00         |
| 3987          | ALTHOFF, KRYSTAL               | 05/2026        |                                                                             | 05/26/26             | 06/09/26 | 06/09/26 | N      | 06/04/26          | DONNA 3184     |
|               | 001 12-512.31                  |                | REIMBURSE PHONE, BUSINESS CARDS                                             |                      |          |          |        |                   |                |
|               |                                |                | OFFICE SUPPLIES/EXPENSE                                                     |                      |          |          |        | 92.48             |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 92.48          |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 92.48          |
| 3500          | AMAZON CAPITAL SERVICES        | 1TMT-XYT4-XXG6 |                                                                             | 05/06/26             | 06/09/26 | 06/09/26 | N 01   | 06/03/26          | DONNA 3184     |
|               | 001 01-501.03                  |                | ACCT # A1QEC9EWN9266H, SHERIFF DEPT - COPY PAPER                            |                      |          |          |        | 170.91            |                |
|               |                                |                | COPY MACHINE                                                                |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 170.91         |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 170.91         |
| 3500          | AMAZON CAPITAL SERVICES        | 1TH1-P9RX-RVFD |                                                                             | 06/01/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               | 007 00-501.31                  |                | ACCT #A3RU07NA33259K, AMBULANCE DEPT - PAPER                                |                      |          |          |        | 337.38            |                |
|               |                                |                | OFFICE SUPPLIES/EXPENSE                                                     |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 337.38         |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 337.38         |
| 3500          | AMAZON CAPITAL SERVICES        | 1G61-PCAN-6RNP |                                                                             | 05/11/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               | 007 00-501.32                  |                | ACCT #A3RU07NA33259K, AMBULANCE DEPT - TOILET BOWL CLEANER                  |                      |          |          |        | 107.55            |                |
|               |                                |                | OPERATING SUPPLIES & GENERAL                                                |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 107.55         |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 107.55         |
| 3500          | AMAZON CAPITAL SERVICES        | 1GTR-L991-71KM |                                                                             | 05/11/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               | 007 00-501.40                  |                | ACCT #A3RU07NA33259K, AMBULANCE DEPT - BOOTS                                |                      |          |          |        | 134.99            |                |
|               |                                |                | UNIFORMS                                                                    |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 134.99         |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 134.99         |
| 3500          | AMAZON CAPITAL SERVICES        | 1QFL-7FNV-JWN9 |                                                                             | 05/11/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               | 007 00-501.48                  |                | ACCT #A3RU07NA33259K, AMBULANCE DEPT - RUBBER GROMMETS                      |                      |          |          |        | 20.88             |                |
|               |                                |                | BUILDING MAINTENANCE                                                        |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 20.88          |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 20.88          |
| 3500          | AMAZON CAPITAL SERVICES        | 13WK-CVY3-3KV3 |                                                                             | 05/20/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               | 007 00-501.48                  |                | ACCT #A3RU07NA33259K, AMBULANCE DEPT - PUMP HEAD                            |                      |          |          |        | 44.32             |                |
|               |                                |                | BUILDING MAINTENANCE                                                        |                      |          |          |        |                   |                |
|               |                                |                |                                                                             | Gross Invoice Amount |          |          |        |                   | 44.32          |
|               |                                |                |                                                                             | Net Invoice Amount   |          |          |        |                   | 44.32          |
| 3500          | AMAZON CAPITAL SERVICES        | 177M-C3G4-H7P7 |                                                                             | 05/18/26             | 06/09/26 | 06/09/26 | N      | 06/03/26          | DONNA 3184     |
|               |                                |                | ACCT #A3RU07NA33259K, AMBULANCE DEPT - RUBBER GROMMETS, WALL VOLUME CONTROL |                      |          |          |        |                   |                |