

WASHINGTON COUNTY BOARD

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

COUNTY BOARD MEETING:

7:00 P.M NOVEMBER 15, 2022

AGENDA

1. Prayer and Pledge
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the October 11, 2022 County Board Minutes
6. Highway Department: Resolution to appropriate township aid under 605 ILCS 5/5-501
 - o Johannisburg Road District
 - Todd Road
7. Claims against the County
8. Approve County Board Expenses
9. State's Attorney's Monthly Report
10. County Clerk and Recorder's Monthly Report
11. Approve November 8, 2022 Election Expenses
12. Sheriff's Monthly Report
13. Emergency Ambulance & Rescue Service Monthly Report
14. Approve John Felchlia Ambulance Administrator 2022-2023 Employment Agreement
15. Ordinance: Approve an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System
16. Treasurer's Monthly Cash Flow & Budgetary Status Report
 - ARPA Fund monthly recap (Informational Only)
18. Zoning:
 - Ordinance to Amend Zoning Map #Z010-22— Andrew Luecking
 - Ordinance to Amend Zoning Map #Z011-22 – Jarret Karch
19. Approve Matt Bierman, EMA Coordinator, Zoning Administrator, Safety Officer, Civil Rights Coordinator and Ethics Officer 2022-2023 Employment Agreement
20. Approve Annual Budget for Community Mental Health
21. Approve Annual Levy for Community Mental Health
22. Approve Annual Budget for Washington County
23. Approve Annual Levy for Washington County
24. Approve Resolution to increase Juror compensation
25. Committee Reports:
 - Animal Control:**
 - Approve Deb Hagopian Animal Control Warden 2022-2023 Employment Agreement
 - Building:**
 - Jail Renovation approval to proceed
 - Communications:**
 - Approve Intergovernmental Agreement for the Public Communications Administrator/Assistant 911 Coordinator
 - Finance:**
 - Premium Pay Update
 - Personnel, Policy & Appointments:**
 - Zoning Board of Appeals Board
 - *911 Board Re-appointment Matt Bierman
 - *911 Board Ross Schultze to replace Sheriff Len Campbell

26. Approve Monthly Utility Expenses, and Payroll Expenses
27. Opportunity for the General Public to address the County Board
28. 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:
Eugene "Gene" Lamczyk Jr.	Leo Barczewski	Douglas Bening
Kathy Muentert	Alan Hohlt	Eric Brammeier
Dennis Shemonic	Dave Ibendahl	David Meyer - Chairman
Gary Suedmeyer -- Vice-Chairman	Brian Klingenberg	Paul Todd
Larry Unverfehrt	Rodney Small	David Karg

RESOLUTION

WHEREAS, it is necessary to replace a failing drainage structure, consisting of a 36" steel cross culvert on TR34, Todd Road, Johannesburg Road District, located 1 miles south of Stone Church Road in Section 23, T2S, R5W, and

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

WHEREAS, the Committee finds the request to be in order at an estimated replacement cost of \$4,605, and

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

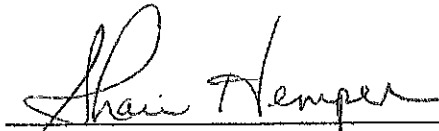
NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board hereby authorizes the appropriation of \$2,302.5 or as much as may be required to provided 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund.

STATE OF ILLINOIS)
)SS
WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is a true, perfect and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held in Nashville, Illinois on November 8th, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County this 8th day of November, 2022.





County Clerk

"A"

Estimate of Drainage Structure Repair/Replacement Cost

Date: 11/02/22
Prepared for: Keith Bergman
Township: Johannesburg RD

Project Description: Replace existing 36" galvanized steel culvert with 36" aluminized steel crossing Todd Road 1 mile south of Stone Church Road.

Item	Unit	Quantity	Unit Price	Cost
36" Aluminized Steel Culvert - Round	LF	25	\$95.00	\$2,375.00
Rock Backfill	Load	2	\$150.00	\$300.00
Rip-Rap	Load	2	\$200.00	\$400.00
Backhoe	Hours	8	\$100.00	\$800.00
Labor	Hours	8	\$35.00	\$280.00
BAM	Ton	6	\$75.00	\$450.00
Total Estimated Cost				\$4,605.00

2020 Value of Taxable Land in Township	\$13,181,738
0.02% of Value of Taxable Land	\$2,636.35

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

Does this culvert replacement qualify for County assistance? Yes

Report of Committee

STATE OF ILLINOIS)
)
WASHINGTON COUNTY)

Nashville, Illinois


November 2, 2022

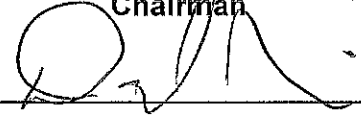
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of October 2022 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	\$49,248.20
County Bridge Fund	\$41,354.82
County Matching Fund	\$25,766.21
County MFT Fund	\$44,197.61
Road District Fund	\$3,472.66
Township Bridge Fund	<u>\$0.00</u>
Total	<u>\$164,039.50</u>

All of which is respectfully submitted



Chairman


Claims Committee

" b "

We have examined and approved the bills listed for October 2022 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:

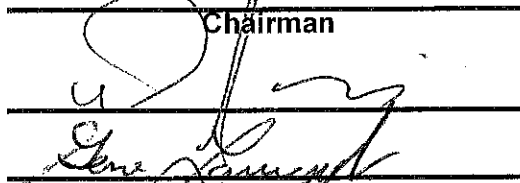


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County Bridge Fund	\$41,354.82
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County MFT Fund	\$44,197.61
Road District Fund	\$3,472.66
Township Bridge Fund	<u>\$0.00</u>
Total	\$164,039.50

Date:

11/2/22



Chairman

Road and Bridge Committee

Vendor Number	Vendor Name	Inv/PO Number	Claim Number	Invoice Date	Due Date	G/L Date	Liq. ?	Comm. Bank System No.	Code	Date	Operator Batch
3100	ADAMS, CARL	10/2022		10/03/22	11/15/22	11/15/22	N			11/03/22	DONNA 2761
	007 00-501.51	VEHICLE MAINTENANCE	AMBULANCE DEPT - REIMBURSE COMPUTER ACCESSORIES							85.01	85.01
			Gross Invoice Amount							85.01	
			Net Invoice Amount								
3100	ADAMS, CARL	10/2022/MEALS		09/11/22	11/15/22	11/15/22	N			11/03/22	DONNA 2761
	007 00-501.65	REIMBURSED EXPENSE	AMBULANCE - 2 MEALS, REIMBURSE TOTES							38.00	38.00
			Gross Invoice Amount							38.00	
			Net Invoice Amount								
2773	ADVANCED CORRECTIONAL HEALTHCARE	122946		11/01/22	11/15/22	11/15/22	N			11/09/22	DONNA 2761
	001 05-505.43	INMATE MEDICAL NEEDS	SHERIFF DEPT - DEC 22 ON-SITE MEDICAL SERVICES							3,560.89	3,560.89
			Gross Invoice Amount							3,560.89	
			Net Invoice Amount								
3500	AMAZON CAPITAL SERVICES	1GDY-VVFX-9H6W		10/09/22	11/15/22	11/15/22	N			11/03/22	DONNA 2761
	007 00-501.46	EQUIPMENT PURCHASE	ACCT #A3RU07NA33259K, AMBULANCE DEPT - DEWALT FAST CHARGER, DEWALT BATTERIES							842.96	842.96
			Gross Invoice Amount							842.96	
			Net Invoice Amount								
3500	AMAZON CAPITAL SERVICES	147N-4L9G-J6HM		10/19/22	11/15/22	11/15/22	N			11/03/22	DONNA 2761
	007 00-501.32	OPERATING SUPPLIES & GENERAL	ACCT #A3RU07NA33259K, AMBULANCE DEPT - LYSOL							117.00	117.00
			Gross Invoice Amount							117.00	
			Net Invoice Amount								
3500	AMAZON CAPITAL SERVICES	1MNM-HKE7-6WG9		10/24/22	11/15/22	11/15/22	N			11/03/22	DONNA 2761
	007 00-501.38	COMMUNICATION MAINTENANCE	ACCT #A3RU07NA33259K, AMBULANCE DEPT - MOTOROLA PAGER PROGRAMMING CRADLE							119.00	119.00
			Gross Invoice Amount							119.00	
			Net Invoice Amount								
90007	AMERICAN STAMP & MARKING PRO.	1725895		10/13/22	11/15/22	11/15/22	N			10/14/22	DONNA 2761
	001 02-502.31	OFFICE SUPPLIES/EXPENSE	ACCT #1303955, COUNTY CLERK - STAMP REFILL							34.59	34.59
			Gross Invoice Amount							34.59	
			Net Invoice Amount								
90007	AMERICAN STAMP & MARKING PRO.	1725801		10/06/22	11/15/22	11/15/22	N			11/14/22	DONNA 2761
	001 04-504.31	OFFICE SUPPLIES/EXPENSE	TREASURER - TRODAT 5430 BLUE							152.72	152.72
			Gross Invoice Amount							152.72	
			Net Invoice Amount								
3237	API SURVEY LLC	2022015-1		02/10/22	11/15/22	11/15/22	N			10/31/22	DONNA 2761
	001 22-580.01	NEW CONSTRUCTION	AMBULANCE SERVICE SITE PLAN							2,960.00	2,960.00

STATE'S ATTORNEY'S REPORT

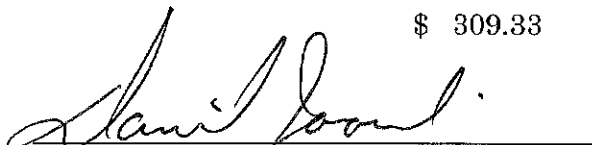
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to him from October 1, 2022, to October 31, 2022.

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

REPORT OF FEES COLLECTED AND PAID

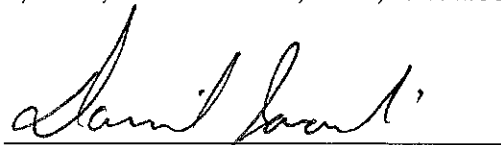
October 2022 – State's Attorney General Fund:	\$ 606.28
October 2022 – State's Attorney Drug Prevention Fund:	\$ 67.26
October 2022 – State's Attorney Automation Fund:	\$ 82.50
October 2022 – Restitution Received:	\$ 309.33



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

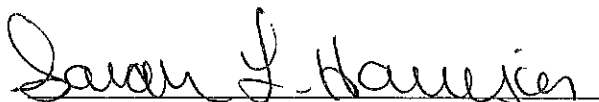
State of Illinois)
) ss.
County of Washington)

I, Daniel R. Janowski, State's Attorney for Washington County, Illinois, being first duly sworn on oath, depose and say that the foregoing report of receipts and disbursements of the Office of the State's Attorney from October 1, 2022, to October 31, 2022, is correct to the best of my knowledge and belief.



Daniel R. Janowski

Subscribed and sworn to before me this 15 day of November, 2022.



Notary Public



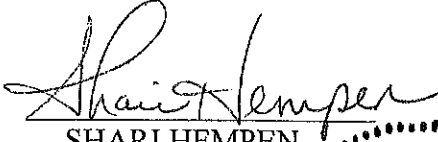
WASHINGTON COUNTY CLERK & RECORDER
REPORT OF COLLECTIONS
COLLECTION FOR THE PERIOD 10/1/2022-10/31/2022

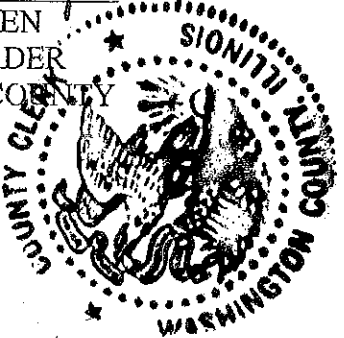
OCTOBER 2022:

Beginning Balances: \$ 2,087.34
Fees Collected: 44,888.48
Total \$46,975.82

DISBURSEMENTS:

Tax Redemptions \$ 16,615.62
Tax Redemptions Interest 3,759.53
Revenue Stamps 4,960.00
Larado Usage Fee 715.08
Take Notice 12.00
Disbursements \$ 26,062.23
Balance: \$20,913.59


SHARI HEMPEN
CLERK/RECORDER
WASHINGTON COUNTY



OCTOBER 31, 2022

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND)

\$ 3,700.00

(G. I.S. RECORDER FUND)

185.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$9.00 PER 184 DOC)

1,656.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT)

20.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE)

30.00

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND)

1,483.00

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES)

555.00

(FEE'S COLLECTED)

11,197.25

TOTAL \$18,826.25

TOTAL DISBURSEMENT \$35,897.85

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41

Tax Redemption#2014-000054: \$927.26

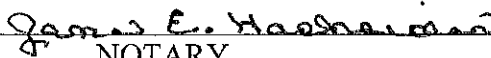
Tax Redemption#2014-000058: \$218.60

Total remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF OCTOBER, 2022.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1st DAY OF OCTOBER 2022.




NOTARY

"B"

I, LEN CAMPBELL, SHERIFF OF WASHINGTON COUNTY STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF OCTOBER 2022.

FEES EARNED	\$ 765.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	\$ 15.00
DIETING PRISONERS	\$1045.42
SAL. DUE SHERIFF	\$4650.00
SERVICE CALLS/PATROL MILEAGE	\$4144.80

COUNTY INMATES..... 13

FEDERAL INMATES..... 4

CRIMINAL ARRESTS 5

TRAFFIC ARRESTS..... 10

WARNINGS..... 26

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


SHERIFF LEN CAMPBELL

I, Mary Wilke ATTEST THAT THE ABOVE SIGNATURE IS THAT
OF LEN CAMPBELL, SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY
PRESENCE THIS 15th DAY OF November.





"E"



WASHINGTON COUNTY
EMERGENCY AMBULANCE AND RESCUE SERVICE

160 N. WEST COURT STREET NASHVILLE, ILLINOIS 62263

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report for October 2022

Receipts/Billing

October Service Fees \$ 99,498.00 – **5yr Average** = \$ 101,004.74

October Income From Fees \$ 52,816.63 – **5yr Average** = \$ 57,270.98

Total Expenses

October Bills \$ 18,406.23

October Salaries \$ 62,798.33

Total Calls for FY 2022

5yr Average

December 2021:	142	-	144
January 2022:	136	-	149
February 2022:	133	-	127
March 2022:	149	-	133
April 2022:	147	-	136
May 2022:	133	-	140
June 2022:	146	-	142
July 2022:	152	-	149
August 2022:	152	-	152
September 2022:	148	-	155
October 2022:	193	-	159

November 2022:

2022 Totals: 1631

12 MONTH DATE OF SERVICE ANALYSIS

Primary Payor Mix

6-12 Month Mature Average

Primary Payor	% of Trips
Medicare	42%
Medicare Advantage	14%
Insurance	17%
Medicaid	14%
Medicaid MCO	2%
Patient	9%
Facility	1%
Other Govt. Payers	1%
TPL	1%

Net Collection Percentages

6-12 Month Mature Average

Primary Payor	Coll %
Medicare	98%
Medicare Advantage	86%
Insurance	89%
Medicaid	102%
Medicaid MCO	99%
Patient	9%
Facility	100%
Other Govt. Payers	100%
TPL	71%

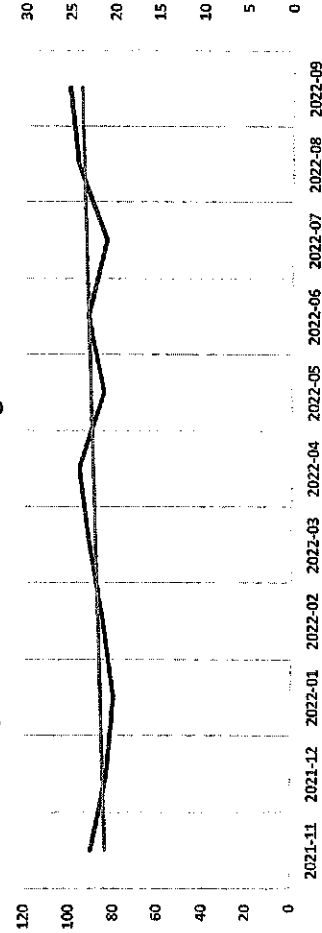
Cash Per Trip

6-12 Month Mature Average

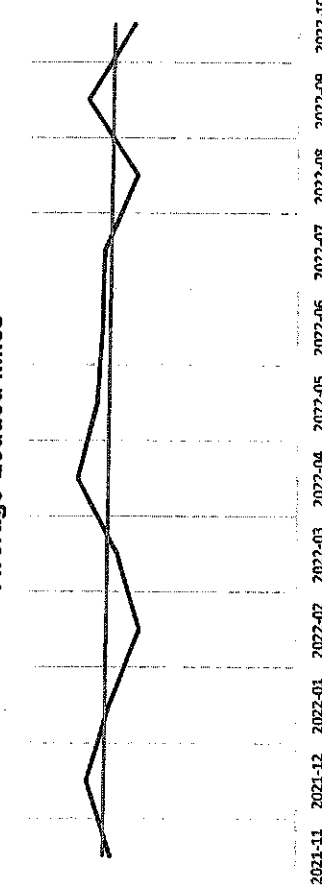
Primary Payor	CPT
Medicare	\$ 644.79
Medicare Advantage	\$ 669.79
Insurance	\$ 896.67
Medicaid	\$ 457.09
Medicaid MCO	\$ 530.43
Patient	\$ 93.92
Facility	\$ 651.89
Other Govt. Payers	\$ 992.53
TPL	\$ 407.79

DOS	Trip Count	Gross Charges	Contr Allow	Net Charges	Rev Adj	Payments	Write Offs	Refunds	Balance Due	Gross Chg/Trip	Net Chg/Trip	Cash/Trip	Net Coll %
2021-11	90	91,757.10	28,670.25	63,086.85	(16.64)	56,259.91	5,032.58	168.50	1,979.50	1,019.52	700.97	623.24	88.9%
2021-12	83	86,833.90	26,109.01	62,724.89	210.00	64,991.54	6,536.49	1,342.64	2,329.50	1,070.29	755.72	646.37	85.5%
2022-01	80	82,508.00	24,898.02	57,607.98	25.07	47,812.50	7,799.40	210.14	2,181.15	1,031.33	720.10	595.03	82.6%
2022-02	85	86,007.50	23,092.99	62,914.51	(13.12)	51,535.26	11,517.46	108.16	(16.93)	1,011.85	740.17	605.02	81.7%
2022-03	91	91,493.00	26,359.35	65,133.65	(8.98)	54,900.42	7,202.47	113.69	3,153.43	1,005.42	715.75	602.05	84.1%
2022-04	96	103,906.50	29,064.76	74,841.74	-	60,879.29	12,347.18	1,189.36	2,804.63	1,082.36	779.80	621.77	79.8%
2022-05	85	82,442.00	25,218.38	57,223.62	-	43,955.85	8,948.07	-	4,319.70	969.91	673.22	517.13	76.8%
2022-06	92	89,484.00	24,660.78	64,823.22	-	45,644.28	9,068.93	-	10,120.01	972.65	704.60	496.13	70.4%
2022-07	84	80,714.50	20,345.36	60,369.14	-	44,835.54	2,146.00	-	13,387.80	960.89	718.68	533.76	74.3%
2022-08	97	92,239.50	20,787.08	71,452.42	-	40,138.51	-	-	31,313.91	950.92	736.62	413.80	56.2%
2022-09	101	104,868.00	12,889.38	91,978.62	-	32,262.20	-	-	59,716.42	1,038.30	910.68	319.43	35.1%
2022-10	93	90,555.50	2,349.33	88,206.17	-	2,759.25	-	-	85,446.92	973.72	948.45	29.67	3.1%
Totals	1,977	1,084,807.50	264,444.69	820,362.81	196.33	536,974.55	70,586.58	3,132.49	216,735.84	1,007.25	761.71	494.75	65.0%

Trip Count Trend - Excluding Current Month



Average Loaded Miles



EMPLOYMENT AGREEMENT FOR WASHINGTON COUNTY
AMBULANCE SERVICE ADMINISTRATOR

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

1. **POSITION:** The County agrees to hire Felchlia and Felchlia agrees to serve as the Administrator of the Washington County Ambulance Service (hereinafter referred to as the "Position").

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

OFFICE MANAGEMENT:

- Billing (including billing and collections for calls prior to 2016, billing for standby events, re-processing rejected claims for billing, gathering information for claims, coordinating insurance for claims (if needed), quality assurance for all ambulance trips before submitting to billing, and any other necessary actions)
- Insurance Claims
- Payroll
- Collections and Small Claims
- Payment of Operating Expenses
- Office Efficiency
- Submission of Monthly Reports to the Ambulance Committee of the Washington County Board
- Holding Regular Office Hours on Monday through Friday from 8:00 am until 4:00 pm

PERSONNEL:

- Scheduling of Shifts
- Hiring Part-time Personnel
- Recruiting Employees
- Posting Personnel Vacancies
- Interviewing Potential Hires
- Submit Recommendations for Full-time Hires to the Ambulance Committee of the Washington County Board
- Employee Relations, Ethics and Discipline
- Verifying the Credentials, Training and Certification of all Ambulance Service Personnel
- Coordinating and Overseeing all In-house Training Programs

- Writing and Enforcing Policy and Procedures in Accordance with Current Laws, Statutes and Regulations, whether Local, State or Federal
- Maintaining Employee/ Personnel Records

EQUIPMENT:

- Inspecting and Overseeing the Maintenance of All Ambulance Department Equipment and Vehicles
- Maintaining Records of all Ambulance Department Equipment and Vehicles
- Monitoring Equipment Service Updates and Certifications
- Scheduling Vehicle Maintenance and Inspections, if any
- Scheduling Equipment Maintenance and Inspections
- Signing of Various Equipment and Service Contracts

GENERAL:

- Acquiring an Understanding of the Service and Continually Striving for Improvement in Quality and Efficiency to Better Serve the Citizens of Washington County
- Maintaining Ongoing Operational Readiness of the Ambulance Service
- Monthly Reports to Ambulance Committee (including bills payable, call volume, payroll and income from ambulance fees)
- Preparation and Submission of Monthly Reports to County Board
- Procure various funding through grants, or other sources of available revenue

OTHER:

- Service on Washington County Safety Committee, if same is required by Ordinance
- Service on Washington County 911 Board, if appointed
- Attendance at Monthly Meetings of the Washington County Ambulance Committee
- Appear as Requested at Monthly Washington County Board Meetings
- Completion of Additional Duties as may be Required by Law
- Take all actions necessary to Effectuate the Position

It is specifically understood and acknowledged that many duties are time sensitive and that deadlines must be honored. Any failure to perform duties in a timely manner may, at the option of the County, be considered just cause or inability to fulfill the duties of the Position for the purposes of Paragraph 4 herein.

3. COMPENSATION: The salary for the Position shall be \$60,400.00 for the term of employment, which shall be from the 1st day of December, 2022, to the 30th day of November, 2023, unless otherwise terminated earlier as provided herein, in which case all benefits shall be pro-rated to the final date of employment.

The following days will be paid holidays for Felchlia, and Felchlia shall receive one (1) regular day's pay for each holiday:

New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

Additionally, Felchlia shall receive one (1) personal day per year, credited on January 1st of each year of employment in the Position. Felchlia shall be allowed to carry no more than two (2) personal days (14 hours) forward from year to year, for a total accumulation of three (3) personal days. As of the date of this Agreement, both parties hereto acknowledge that Felchlia has accrued and shall be entitled to keep less than one (1) day (specifically 2 hours) of personal days. In no event shall more than two (2) personal days (14 hours) be carried forward after January 1, 2023.

Felchlia has been and will continue to be credited with ten (10) working sick days (7 hours each) on January 1st of each year of his employment in the Position. Felchlia shall be allowed to carry no more than two hundred forty (240) unused sick leave days (1,680 hours) forward from year to year. Felchlia shall be paid 1/260 of his salary for each unused sick leave day in excess of two hundred forty (240) days that remain on December 31, 2023. This payment will be made on a payroll check in January 2024. As of the date of this Agreement, both parties hereto acknowledge that Felchlia has accrued and shall be entitled to keep 140.64 days (specifically 984.50 hours) of sick leave days. Both parties also acknowledge that no payment will be made to Felchlia for sick time remaining at the termination of his employment with the County, but that any unused sick days not in excess of two hundred forty (240) days will be reported to IMRF for credit purposes.

Felchlia has been employed with the County in the Position or its equivalent for 17 years, and shall accordingly be credited with fifteen (15) additional vacation days (105 hours) on January 1, 2023. After Felchlia has been employed with the County in the Position for 20 years, he shall be entitled to twenty (20) additional vacation days (140 hours). The parties hereto acknowledge that, as of the date of this Agreement, Felchlia has accrued and shall be entitled to keep 22.00 unused vacation days (specifically 154 hours), except that Felchlia shall be allowed to carry no more than ten (10) unused vacation days (70 hours) forward from year to year. Felchlia shall be paid 1/260 of his salary for each allowed unused vacation day that remains at the termination of his employment with the County. Felchlia shall not be permitted to use in excess of ten (10) vacation days in any given thirty (30) day period without prior approval by the Washington County Ambulance Committee. The Washington County Ambulance Committee is under no duty to approve a request for more than ten (10) vacation days in any thirty (30) day period as availability and service to the Citizens of Washington County is of utmost priority.

Additionally, Felchlia shall be entitled to Illinois Municipal Retirement Fund (IMRF) benefits and Health Insurance benefits consistent with those offered to other Washington County employees during the term of this Agreement. Health insurance

coverage has previously been provided and shall continue during the term of Felchlia's employment hereunder.

4. TERMINATION: The requirement of a six (6) month probationary period has previously been satisfied. Therefore, Felchlia may be terminated at any time by the County only for just cause or for dereliction of duty during the term of this Agreement. The County in its sole discretion may elect to not renew the Agreement at its expiration for any cause or for no cause.

Felchlia may, at Felchlia's option, voluntarily terminate his employment with the County at any time upon reasonable notice given to the Washington County Ambulance Committee. However, under no circumstances shall Felchlia give less than ninety (90) days' notice to said Committee.

In the event of termination of this Agreement prior to its expiration, all benefits to be paid to Felchlia shall be pro-rated to the last date of his Employment in the Position, except that all days credited to Felchlia prior to termination of this Agreement shall be credited in full. Notwithstanding the foregoing, under no circumstance shall the County pay Felchlia for more than three (3) personal days (21 hours), or twenty-five (25) vacation days (175 hours).

5. ADDITIONAL PERMITTED WORK: Felchlia may from time to time fill in as an EMT-Paramedic at the Washington County Ambulance Department as circumstances require. For any hours worked as a paramedic outside the regular office hours referred to above (being 8:00 am to 4:00 pm on Monday through Friday), Felchlia shall receive a straight hourly compensation of \$____ per hour during the term of this Agreement, which amount shall increase in correspondence with the IBEW contract in effect at the time of reference.

Felchlia shall be allowed to work EMS/ Paramedic shift for agencies other than the Washington County Ambulance Service, provided that doing so does not conflict with or interfere with the duties of the Position, does not take place at County facilities or during regular operating hours of the Position's office.

Felchlia shall be further allowed to respond to calls of the Nashville Fire Department during regular operating hours of the Position's office, provided that said calls do not interfere with the duties of the Position. Felchlia specifically acknowledges that the requirements and demands of the Position shall always take priority.

Both parties acknowledge that Felchlia has been appointed to serve on the Kaskaskia College Paramedicine Advisory Committee. Felchlia shall also further be allowed to take such actions as are required to serve on same, provided that doing so does not conflict with or interfere with the duties of the Position. Felchlia specifically acknowledges that the requirements and demands of the Position shall always take priority.

6. REPORTS TO COMMITTEE: Felchlia shall report all vacation days, sick days and personal days used by him to the Ambulance Committee of the Washington County Board before the regularly scheduled committee meeting each month in the form of a spreadsheet. Failure or refusal to accurately report may result in the loss of vacation, sick or personal time, or termination of this Agreement for cause.

7. CERTIFICATIONS: While employed in the Position, Felchlia shall maintain a valid license as a Paramedic in Illinois, shall maintain a valid Illinois Driver's License, and shall maintain all certifications and licenses required by State or Federal law or regulation, including but not limited to the following:

- Advanced Cardiac Life Support
- Pediatric Advanced Life Support
- CPR Certification
- International Trauma Life Support OR Pre-Hospital Trauma Life Support
- NIMS 100
- NIMS 200
- NIMS 700
- NIMS 800
- Haz-Mat Awareness

Washington County agrees to reimburse Felchlia for any reasonable expenses related to the completion of continuing education required to maintain any required license or certification, provided that Felchlia had received prior approval for any such commitments from the Washington County Ambulance Committee prior to expending any funds for which he expects reimbursement.

In addition to any required licenses or certifications, the County agrees to reimburse Felchlia for any reasonable expenses related to the completion of optional training and certifications that would benefit the Washington County Ambulance Department, provided that Felchlia had received prior approval for any such commitments from the Washington County Ambulance Committee prior to expending any funds for which he expects reimbursement. Specifically contemplated herein are the following:

- Illinois Region 4 Field Training Officer
- Illinois Licensed EMS Instructor
- NIMS 300
- NIMS 400
- Emergency Medical Dispatcher
- Emergency Medical Dispatch -QA

The County also agrees to reimburse Felchlia for reasonable expenses related to Felchlia's participation in the Illinois Region 4 EMS Advisory Board (Quarterly meetings anticipated), HSHS St. Elizabeth's EMS Advisory Board (Quarterly meetings anticipated) and the MABAS-Illinois Division 69 (Bi-Monthly meetings anticipated), provided that Felchlia had received prior approval for such commitments from the Washington County Ambulance Committee prior to expending any funds for which he expects reimbursement.

Any reimbursement requested shall be submitted in accordance with the procedures set forth in the applicable Washington County Ordinance.

8. MOBILE TELEPHONE: The County shall provide Felchlia with a mobile telephone and shall pay for a service plan similar to that previously provided. The County further agrees that said phone may be used for personal business.

9. RESIDENCY: It is hereby specifically acknowledged that Felchlia is not a resident of Washington County at the time of entering into this Agreement.

10. COMPLIANCE: Felchlia agrees to abide by and enforce all policies (as amended from time to time) enacted by the County, whether enacted pursuant to Federal, State or Local law, Resolution or Ordinance. Examples of such policies would be the county employee handbook, safety policies, gift ban policy and prohibitions against drug, tobacco and alcohol use.

Dated this 15th day of November, 2022.

Washington County

By:

David A. Meyer
David Meyer, Chairman
Washington County Board

Attest:

Shari Nempner

John Felchlia
John Felchlia





MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

"H"

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

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 , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "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 including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "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 Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other 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 (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS; the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means 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 similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means 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.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take 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, all 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 Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All 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 Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents 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 an Emergency Responder 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 Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

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 Section 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.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, 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 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 and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable 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 manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other 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. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. 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 manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other 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.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. 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 manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other 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. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - 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, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

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 state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, 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 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 Responders, 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 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 - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - 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 may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. 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 U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS 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, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

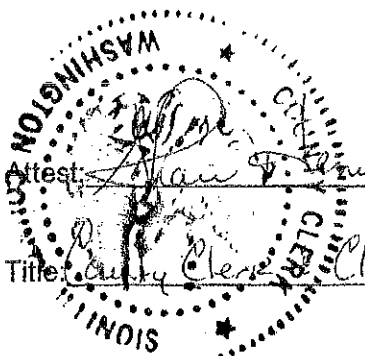
SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the Washington County Board, (Unit) this 15th day of November, 2022. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: David A. Meyer

Title: County Board Chairman

Attest: [Signature]
 Title: County Clerk
Clerk of the Board



ORDINANCE NO. 2022-15

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in

any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

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, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations 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 including units of local government from another state; 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

County Board Chairmans
WHEREAS, the Mayor/President and the Council/Board of Trustees of
Washington County

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and 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.

County Board Chairmans
NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and
Council/Board of the County
Washington County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 15th day of November, 2022, by a roll call vote as

follows:

AYES: 14

NAYS: 0

ABSENT: 1

David G. Meyer
Mayor/President
County Board Chairman

ATTEST:

Ashley Hensper
Clerk/Secretary County Clerk



MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-ORDINANCE-2022

STATE OF ILLINOIS)
COUNTY OF Washington) SS

SECRETARY/CLERK'S CERTIFICATE

I, Shari Hempen, the duly qualified and acting Secretary/Clerk
of the Washington County Board,
Washington County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. 2022-15

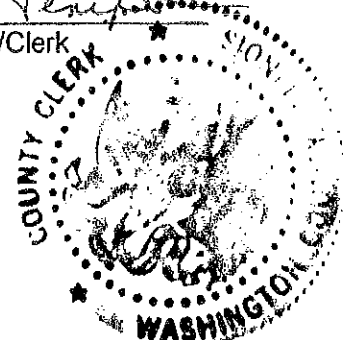
**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Ordinance was duly adopted by said Council/Board at a meeting held on the 15th
day of November, 2022.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of
November, 2022.

Shari Hempen
Secretary/Clerk



Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
GENERAL FUND CHECKING					
		832,353.52	1,393,273.04	409,104.35	1,816,522.21
TOTAL FUNDS:GENERAL FUND					
		832,353.52	1,393,273.04	409,104.35	1,816,522.21
GENERAL FUND INVESTMENTS					
		87,528.98	195.80	0.00	87,724.78
VETERANS ASSISTANCE BALANCE					
		18,916.07	496.03	0.00	19,412.10
DRUG ENF TASK FORCE BALANCE					
		396.63	0.00	0.00	396.63
HEALTH DEPARTMENT BALANCE					
		702,828.16	134,438.89	33,976.32	803,290.73
WASH CO. EMERG SERVICE BALAN					
		570,812.13	375,646.65	84,026.43	862,432.35
IMRF & SOCIAL SECURITY BALAN					
		2,180,560.30	933,457.91	653,119.34	2,460,898.87
RECORDER'S AUTOMATION BALANC					
		79,099.60	2,035.70	0.00	81,135.30
COUNTY COURT FUND BALANCE					
		161,839.25	1,829.61	342.03	163,326.83
AUTOMATION BALANCE					
		130,623.90	1,654.07	0.00	132,277.97
LAW LIBRARY BALANCE					
		151.04	300.87	0.00	451.91
CHILD SUPPORT BALANCE					
		136,978.13	155.77	0.00	137,133.90
PROBATION BALANCE					
		58,866.20	2,072.88	0.00	60,939.08
L. DUECKER BALANCE					
		2,003.81	0.00	0.00	2,003.81
DUI EQUIPMENT BALANCE					
		11,460.22	360.53	0.00	11,820.75
EMINENT DOMAIN BALANCE					
		0.00	0.00	0.00	0.00
SHERIFF'S DRUG BALANCE					
		19,122.10	159,130.79	0.00	178,252.89
TAX SALE AUTOMATION BALANCE					
		34,661.01	2.77	0.00	34,663.78
INDEMNITY BALANCE					
		96,393.35	7.92	0.00	96,401.27
INHERITANCE BALANCE					
		0.00	0.00	0.00	0.00
UNKNOWN HEIRS BALANCE					
		0.00	0.00	0.00	0.00
COUNTY HIGHWAY BALANCE					
		1,119,800.05	208,516.69	101,614.25	1,226,702.49
COUNTY BRIDGE BALANCE					
		1,136,342.50	50,767.87	8,568.10	1,178,542.27
MATCHING FUNDS BALANCE					
		1,158,133.77	86,011.26	0.00	1,244,145.03
COUNTY MOTOR FUEL TAX BALANCE					
		2,774,740.14	71,899.49	39,881.46	2,805,758.17
ROAD DIST MOTOR FUEL BALANCE					
		3,568,487.61	1,034,227.80	1,200,459.58	3,402,255.83
TOWNSHIP BRIDGE BALANCE					
		33,973.47	0.56	0.00	33,974.03
WASH. COUNTY TORT LIABILITY					
		1,147,316.39	143,615.53	0.00	1,290,931.92
SOLID WASTE PROGRAM					
		1,608.72	0.00	0.00	1,608.72
STATES ATTORNEY DRUG PREVENT					
		2,749.44	37.15	0.00	2,786.59
SECURITY FEES FUND					
		30,749.80	2,884.47	0.00	33,634.27
SALE IN ERROR FUND					
		119,932.18	14.78	0.00	119,946.96
DOCUMENT STORAGE FUND					
		303,291.82	1,896.69	0.00	305,188.51
RECORDERS SPECIAL FUND					
		25,451.98	254.00	0.00	25,705.98
G.I.S. MAPPING FUND					
		142,097.45	5,083.48	0.00	147,180.93
CLERK OPERATIONS ADD-ONS					
		47,863.60	424.51	137.41	48,150.70
POLICE VEHICLE FUND					
		6,383.38	52.25	0.00	6,435.63
WASH CO PET POPULATION					
		10,124.42	50.00	1,040.00	9,134.42
CONTROL FUND					
PRARIE STATE REVENUE FUND					
		6,951,221.40	0.00	0.00	6,951,221.40
DOG AND CAT WELFARE FUND					
		12,749.81	250.00	529.00	12,470.81
CORONERS FUND					
		5,134.57	125.00	186.39	5,073.18
GENERAL OBLIGATIONS BONDS 2010					
		0.00	0.00	0.00	0.00
ELECTRONIC CITATION FUND					
		7,850.22	41.89	0.00	7,892.11
DEBT SERVICE FUND					
		107,958.18	15,982.65	112,893.75	11,047.08
STATE'S ATTORNEY AUTOMATION					
		19,267.70	90.00	0.00	19,357.70
CO CLERK DOCUMENT STORAGE					
		46,038.00	762.00	0.00	46,800.00

WASHINGTON COUNTY BUDGETARY STATUS

Fund 001 COUNTY GENERAL FUND
Department

WASHINGTON COUNTY

Period Ending Date: October 31, 2022

Account Number Account Name	Previous Actual	Original Budget	Adjustments to Budget	Current Total Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Fund 001 COUNTY GENERAL FUND								
Fiscal Year 2022								
Department 00								
Revenues								
00-401.00 COUNTY PROPERTY TAXES	2,210,249.91	2,040,395.00	0.00	2,040,395.00	979,357.86	1,326,088.78	714,306.22	64.99%
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	40,195.86	0.00	0.00	0.00	0.00	75,623.08	-75,623.08	100.00%
00-404.00 MOBILE HOME TAX	763.80	0.00	0.00	0.00	0.00	786.27	-786.27	100.00%
00-404.01 INTEREST ON MOBILE HOME TAX	3,080.22	0.00	0.00	0.00	0.00	3,737.41	-3,737.41	100.00%
00-405.00 SALES TAX/USE TAX	927,594.26	912,000.00	0.00	912,000.00	79,966.26	920,234.20	-8,234.20	100.90%
00-411.00 STATE INCOME TAX	874,651.39	870,000.00	0.00	870,000.00	100,833.82	945,279.80	-75,279.80	108.65%
00-412.00 REPLACEMENT TAX	328,277.81	317,528.00	0.00	317,528.00	139,853.70	682,988.25	-365,460.25	215.10%
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	156,518.15	0.00	0.00	0.00	0.00	1,053.35	-1,053.35	100.00%
00-414.00 PLAT BOOK SALES	3,144.00	0.00	0.00	0.00	0.00	3,160.00	-3,160.00	100.00%
00-415.00 ASSESSORS SALARY REIMBURSEMENT	29,100.00	29,850.00	0.00	29,850.00	2,487.50	27,300.00	2,550.00	91.46%
00-415.01 COUNTY BOARD REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.00 STATES ATTY REIMBURSEMENTS	127,120.99	113,654.00	0.00	113,654.00	10,890.85	117,052.71	-3,398.71	102.99%
00-416.01 STATES ATTY GRANT ADVOCATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.02 STATES ATTORNEY DUI PROSECUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

✓

NATALIE LYNCH
OFFICE OF THE COUNTY TREASURER
WASHINGTON COUNTY
101 E. ST. LOUIS ST.
NASHVILLE, ILLINOIS 62263
PHONE: (618)327-4800 EXT 152
FAX: (618)327-8749
OFFICE HOURS: 8:00am – 4:00pm

A R P A FUND RECAP

	Income	Disbursements
PREVIOUS FUND BALANCE: (As of 09/30/2022)	\$ 2,414,770.52	
 OCTOBER 2022 ACTIVITY		
<u>INTEREST INCOME (Comm. Trust Bank)</u>	<u>\$ 598.05</u>	
 TOTAL	 \$ 2,415,368.57	
PREM. PAY: AMBULANCE DEPT.		\$ 8,255.96
<u>PREM. PAY: COMMUNICATIONS DEPT.</u>		<u>\$ 2,041.89</u>
		 <u>\$ 10,297.85</u>
CURRENT FUND BALANCE: (As of September 30, 2022)	<u>\$ 2,405,070.72</u>	

"L"



WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St.
Nashville, IL 62263

Phone (618)327-4800 ext. 345
FAX (618)327-7281

OFFICE HOURS:
TUES 8:00A.M. - NOON
THURS 8:00 - 4:00 P.M.

Email : Matt.bierman@washingtonco.illinois.gov

ORDINANCE TO AMEND ZONING MAP

2022-16

WHEREAS, a public hearing was held in the Washington County Courthouse in Nashville, Illinois on October 27th, 2022, at 8:00 pm, before the Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, an application #Z010-22 was presented by Andrew Luecking requesting an amendment to the Washington County Zoning Ordinance (map) changing the Zone District Classification from Ag. to R-1 on 2.5 acres of 5 located:

Part of the Northwest Quarter of the Southwest Quarter
of Section 4 Township 2 South, Range 5 West of the
Third Principal Meridian, Washington County, Illinois.

Located $\frac{3}{4}$ of a mile west of County Hwy 12 on South side of Skylark Rd.

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

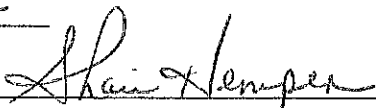
NOW THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois for a Zoning Map Amendment to change the Zone District Classification of the above-described property from Ag. to R-1 to be X Granted Denied.
ADOPTED this 15th day of November 2022.

Aye 14

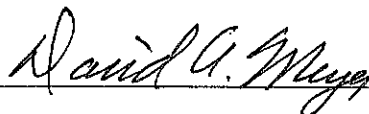
Nay 0

Abstain 0

Attest:



County Clerk



County Board Chairman



"M"



WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St.
Nashville, IL 62263

Phone (618)327-4800 ext. 345
FAX (618)327-7281

OFFICE HOURS:
TUES 8:00A.M. - NOON
THURS 8:00 - 4:00 P.M.

Email : Matt.bierman@washingtonco.illinois.gov

ADVISORY REPORT/FINDING OF FACT LETTER

Zoning Map Amendment

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

RE: Case #Z0010-22 Andrew Luecking Map amendment

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

The Subject Property

Part of the Northwest Quarter of the Southwest Quarter
of Section 4 Township 2 South, Range 5 West of the
Third Principal Meridian, Washington County, Illinois.

Located $\frac{3}{4}$ of a mile west of County Hwy 12 on South side of Skylark Rd.

Characteristics of the Surrounding Area

Mostly farm ground with 2.5 acres R-1 just east of this property.

Zoning Map Amendment sought

5 acres currently zoned Agriculture. Applicant is requesting 2.5 of it be zoned to R-1 to build a residence.

The Public Hearing:

After due notice as required by law, the Zoning Board of Appeals held a public hearing on the request for the Zoning Map Amendment cited above on October 27th, 2022, at 8:00 pm in the Washington County Board room. Mrs. Luecking was present to offer testimony. There were no oral objections on this request for the Zoning Map Amendment. There were no letters of objection read.

Findings of Facts and Recommendations:

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

1. Effect on General Welfare

None

2. Effect on Nearby Property

None

3. Effect on Public Facilities, Traffic Circulation and Utilities

None

4. Effect on Nearby Schools, Hospitals, etc.

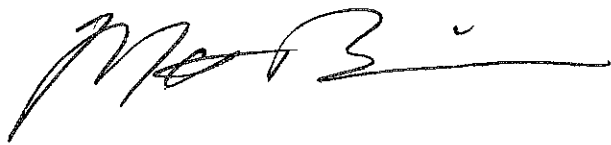
None

Accordingly, the Zoning Board of Appeals has recommended by a vote of 4 Yes and 0 No that the request for a Zoning Map Amendment be X granted denied. This is a X positive negative recommendation.

Considerations:

None

Respectfully,

A handwritten signature in black ink, appearing to read 'Matt Bierman', followed by a horizontal line.

ZONING BOARD OF APPEALS

Matt Bierman Washington County Zoning Administrator



WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St.
Nashville, IL 62263

Phone (618)327-4800 ext. 345
FAX (618)327-7281

OFFICE HOURS:
TUES 8:00A.M. - NOON
THURS 8:00 - 4:00 P.M.

Email : Matt.bierman@washingtonco.illinois.gov

ORDINANCE TO AMEND ZONING MAP

2022-17

WHEREAS, a public hearing was held in the Washington County Courthouse in Nashville, Illinois on October 27th, 2022, at 8:00 pm, before the Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, an application #Z011-22 was presented by Jarret Karch requesting an amendment to the Washington County Zoning Ordinance (map) changing the Zone District Classification from R-2 to Commercial on 4 lots located at:

Lots 1, 2, 3 and 4 of Block 6, of New Minden,
in Section 18 Township 1 S, Range 2 West of the
Third Principal Meridian, Washington County, Illinois.

Located at 224 E Third St, New Minden IL

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

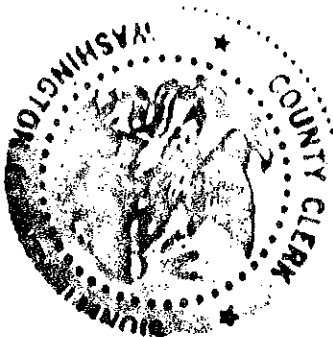
NOW THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois for a Zoning Map Amendment to change the Zone District Classification of the above-described property from R-2 to Commercial to be X Granted Denied.
ADOPTED this 15th day of November 2022.

Aye 14
Nay 0
Abstain 0

Attest:

County Clerk

County Board Chairman



11/11



WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis St.
Nashville, IL 62268

Phone (618)327-4800 ext. 345
FAX (618)327-7281

OFFICE HOURS:
TUES 8:00A.M. - NOON
THURS 8:00 - 4:00 P.M.

Email : Matt.bierman@washingtonco.illinois.gov

ADVISORY REPORT/FINDING OF FACT LETTER

Zoning Map Amendment

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

RE: Case #Z0011-22 Jarret Karch Map amendment

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

The Subject Property

Lots 1, 2, 3 and 4 of Block 6, of New Minden,
in Section 18 Township 1 S, Range 2 West of the
Third Principal Meridian, Washington County, Illinois.

Located at 224 E Third St, New Minden IL

Characteristics of the Surrounding Area

In the middle of R-2 district of the Village of New Minden

Zoning Map Amendment sought

5 acres currently zoned Agriculture. Applicant is requesting 4 lots in New Minden be zoned from R-2 to Commercial to build a lawnmower sales/repair shop.

The Public Hearing:

After due notice as required by law, the Zoning Board of Appeals held a public hearing on the request for the Zoning Map Amendment cited above on October 27th, 2022, at 8:00 pm in the Washington County Board room. Mr. Karch was present to offer testimony. There were no oral objections on this request for the Zoning Map Amendment. There were no letters of objection read.

Findings of Facts and Recommendations:

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

1. Effect on General Welfare

None

2. Effect on Nearby Property

Will improve the area

3. Effect on Public Facilities, Traffic Circulation and Utilities

None

4. Effect on Nearby Schools, Hospitals, etc.

None

Accordingly, the Zoning Board of Appeals has recommended by a vote of 4 Yes and 0 No that the request for a Zoning Map Amendment be X granted denied. This is a X positive negative recommendation.

Considerations:

None

Respectfully,

A handwritten signature in black ink, appearing to read 'MB', followed by a horizontal line.

ZONING BOARD OF APPEALS

Matt Bierman Washington County Zoning Administrator

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

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

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

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

ZONING ADMINISTRATOR:

- Issuing Valid Building Permits (Certificates of Compliance)
- Accepting and Processing Applications for Zoning Map Amendments, Zoning Text Amendments, Variances, Special Use Permits and Appeals (including publishing public hearing notices, notifying adjoining landowners, notifying applicants, preparing and holding the public hearing and passing the zoning board of appeals recommendations on to the County board)
- Daily Operations of the Zoning Office (including maintaining Zoning files)
- Issuing Notices of Violations of the Zoning Ordinance
- Visiting Building Sites and/or Prospective Building Sites
- Updating the Zoning Ordinance and Zoning Maps
- Submitting Reports to Washington County Zoning Board of Appeals

EMA COORDINATOR:

- Maintaining Accreditation with the State of Illinois (including updating the EOP, holding valid exercises, continuing to train according to State requirements, maintaining NIMS compliance)
- Completing and Submitting Quarterly Reports to IEMA
- Grant Writing and Related Fund Acquisition
- Making Presentations to Outside Groups about Items of Safety Related to Weather, Earthquake, Fire, Hazardous Materials, etc.
- Being the Conduit to the Illinois Emergency Management Agency when State Resources may be Needed
- Responding to Emergency Incidents and Helping Emergency Services as Needed

- Maintaining EMA Emergency Equipment and Corresponding Records
- Testing and Maintaining Emergency Alert Systems (sirens)
- Testing and Maintaining Fire Extinguishers throughout Washington County Buildings
- Establishing Emergency Plans and Protocols for each Washington County Office and Meeting with each Respective Office to Implement Same

SAFETY OFFICER:

- Scheduling and Running of the Washington County Joint Safety Committee's Regular Meetings
- Monitoring Safety Related Incidents Regarding County Employees and Being Aware of any Safety Related Trends or Habits
- Issuing ID's to County Employees
- Posting OSHA Required Yearly Notices
- Update Training to be Able to Perform Job Better
- Monitoring County Property and Potential Safety Hazards
- Maintaining Safety Files
- Ordering and Providing Safety Items to County Employees

CIVIL RIGHTS COORDINATOR:

- Coordinating and Monitoring the County's Compliance with State and Federal Laws, Regulations, and Guidelines that Prohibit Discrimination on the Basis of Sex, Race, Creed, Religion, Color, National Origin, Veteran or Military Status, Sexual Orientation, Gender Expression or Identity, Disability, and the Use of a Trained Dog Guide or Service Animal by a Person with a Disability
- Overseeing Prevention Efforts to Avoid Civil Rights Violations from Occurring
- Implementing the County's Discrimination Complaint Procedures
- Investigating Complaints Alleging Discrimination Based for the Listed Protected Classes

ETHICS OFFICER:

- Developing and Disseminating Ethics Statements, Policies and Supporting Forms/Acknowledgements
- Providing an Internal Review of Other Policies to Ensure Consistency and Integration with the County's Ethics Philosophies and Integrating the Ethics Message Throughout the County Departments
- Overseeing the Development and Implementation of Ethics and Conflict-of-Interest Training and Conducting Ethical Decision-Making Training for Employees on Ethics Issues and Avoiding Conflicts of Interest
- Promptly Conducting Investigations Pursuant to Complaints and Allegations of Ethical Wrongdoing or Conflicts of Interest and Preparing Written Investigative Reports as Necessary

- In Conjunction with Legal Counsel, Conducting Annual Governance Audits to Determine the State of the County and Presenting Findings to Superiors, Audits will Include Risk Minimization with Respect to Issues that Lend Themselves to Identity Theft and the Mission of Minimization of Employee Data Required to be Maintained by the County
- Developing and Maintaining Confidential Procedures for the Handling and Processing of Complaints and Allegations and Providing Processes for the Confidential Hearing of Employee Issues Related to the Ethics or Conflicts
- Maintaining an Up-to-Date Knowledge and Understanding of Governance Requirements, Compliance and Reporting Responsibilities, and Related Legal Benchmarks from Federal and State Law

OFFICE MANAGEMENT:

- Payroll
- Payment of Operating Expenses
- Office Efficiency
- Submission of Monthly Reports to the Environmental, EMA and Zoning Committee of the Washington County Board
- Holding Regular Hours on Monday through Friday from 8:00 am until 4:00 pm

PERSONNEL:

- Writing and Enforcing Policy and Procedures in Accordance with Current Laws, Statutes and Regulations, Whether Local, State or Federal, as Needed
- Maintaining Employee/ Personnel Records

EQUIPMENT:

- Inspecting and Overseeing the Maintenance of All Zoning, Safety and EMA Department Equipment and Vehicles
- Maintaining Records of all Equipment and Vehicles referred to above
- Monitoring Equipment Service Updates and Certifications
- Scheduling Vehicle Maintenance and Inspections
- Scheduling Equipment Maintenance and Inspections
- Signing of Various Equipment and Service Contracts

GENERAL:

- Acquiring an Understanding of the POSITION and Continually Striving for Improvement in Quality and Efficiency to Better Serve the Citizens of Washington County
- Maintaining Ongoing Operational Readiness of Departments served by the POSITION
- Monthly Reports to Environmental, EMA and Zoning Committee (including bills payable, zoning case status, payroll)
- Preparation and Submission of Monthly Reports to County Board

- Procure Various Funding Through Grants, or Other Sources of Available Revenue

OTHER:

- Service on Washington County Safety Committee
- Service on Washington County 911 Board, if appointed
- Attendance at Scheduled Meetings of the Washington County Environmental, EMA and Zoning Committee
- Attend Monthly Meetings of the Washington County Board as necessary
- Additional Duties Required by Law
- All Actions Necessary to Effectuate the POSITION

It is specifically understood and acknowledged that many duties are time sensitive and that deadlines must be honored. Any failure to perform duties in a timely manner may, at the option of the COUNTY, be considered just cause or inability to fulfill the duties of the POSITION for the purposes of Paragraph 4 herein.

3. COMPENSATION: The salary for the POSITION shall be \$60,000.00 for Zoning Administrator, EMA Coordinator and Safety Officer, with an additional \$2,100.00 for Civil Rights Coordinator and Ethics Officer, for a total of \$62,100.00 for the term of employment, which shall be from the 1st day of December, 2022, to the 30th day of November, 2023, unless otherwise terminated earlier as provided herein, in which case all benefits shall be pro-rated to the final date of employment.

The following days will be paid holidays for BIERMAN, and BIERMAN shall receive one (1) regular day's pay for each holiday:

New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

Additionally, BIERMAN shall receive one (1) personal day per year, credited on January 1st of each year of employment in the POSITION. BIERMAN shall be allowed to carry no more than two (2) personal days (14 hours) forward from year to year, for a total accumulation of three (3) personal days. As of the date of this Agreement, both parties hereto acknowledge that BIERMAN has accrued and shall be entitled to keep less than one (1) day (specifically 1 hour) of personal days.

BIERMAN has been and will continue to be credited with ten (10) working sick days (7 hours each) on January 1st of each year of his employment in the POSITION. BIERMAN shall be allowed to carry no more than two hundred forty (240) unused sick leave days (1,680 hours) forward from year to year. BIERMAN shall be paid 1/260 of his salary for each unused sick leave day in excess of two hundred forty (240) days that remain on December 31, 2023. This payment will be made on a payroll check in January 2024. As of the date of this Agreement, both parties hereto acknowledge that BIERMAN has

accrued and shall be entitled to keep 150.71 days (specifically 1,055.0 hours) of sick leave days. Both parties also acknowledge that no payment will be made to BIERMAN for sick time remaining at the termination of his employment with the COUNTY, but that any unused sick days not in excess of two hundred forty (240) days will be reported to IMRF for credit purposes.

BIERMAN has been employed with the COUNTY for twenty-seven (27) years, and shall accordingly be credited with twenty (20) additional vacation days (140 hours) on January 1, 2022. The parties hereto acknowledge that, as of the date of this Agreement, BIERMAN has accrued and shall be entitled to keep sixteen (16) unused vacation days (specifically 112 hours), except that BIERMAN shall be allowed to carry no more than ten (10) unused vacation days (70 hours) forward from year to year. BIERMAN shall be paid 1/260 of his salary for each allowed unused vacation day that remains at the termination of his employment with the COUNTY. BIERMAN shall not be permitted to use in excess of ten (10) vacation days in any given thirty (30) day period without prior approval by the Environmental, EMA and Zoning Committee. The Environmental, EMA and Zoning Committee is under no duty to approve a request for more than ten (10) vacation days in any thirty (30) day period as availability and service to the Citizens of Washington County is of utmost priority.

Additionally, BIERMAN shall be entitled to Illinois Municipal Retirement Fund benefits and Health Insurance benefits consistent with those offered to other Washington County employees during the term of this Agreement. Health insurance coverage has previously been provided and shall continue during the term of BIERMAN's employment hereunder.

4. TERMINATION: The requirement of a six (6) month probationary period has previously been satisfied. Therefore, BIERMAN may be terminated at any time by the COUNTY only for just cause or for dereliction of duty during the term of this Agreement. The COUNTY in its sole discretion may elect to not renew this Agreement at its expiration for any cause or for no cause.

BIERMAN and the COUNTY agree that the Zoning Administrator, EMA Coordinator, Safety Officer, Civil Rights Coordinator and Ethics Officer positions shall, for the term of this Agreement, be filled by one (1) individual. In the event BIERMAN is unable to fulfill the duties of any one (1) or more of these positions, the County shall be allowed to terminate this Agreement and shall not be required to continue to employ BIERMAN for any of the positions. These positions are not otherwise mutually inclusive and are being addressed collectively in this Agreement for convenience only.

BIERMAN may, at BIERMAN's option, voluntarily terminate his employment with the COUNTY at any time upon reasonable notice given to the Washington County Environmental, EMA and Zoning Committee. However, under no circumstances shall BIERMAN give less than ninety (90) days' notice to said Committee.

In the event of termination of this Agreement prior to its expiration, all benefits to be paid to BIERMAN shall be pro-rated to the last date of his Employment in the Position, except that all days credited to BIERMAN prior to termination of this Agreement shall be credited in full. Notwithstanding the foregoing, under no circumstance shall the COUNTY pay BIERMAN for more than three (3) personal days (21 hours), or thirty (30) vacation days (210 hours).

5. ADDITIONAL PERMITTED WORK: BIERMAN shall be allowed to work for other agencies or County departments, provided that doing so does not conflict with or interfere with the duties of the POSITION. Any additional time worked for the County outside the requirements of this contract and outside the hours of 8:00 a.m. to 4:00 p.m. shall be paid at the part-time rate for the department for which the work was performed.

6. IRREGULAR HOURS: BIERMAN shall occasionally work hours between 4:00 p.m. and 8:00 a.m. as circumstances require. For any hours worked between the hours of 4:00 p.m. and 8:00 a.m., other than attendance at any County Board Meeting or County Board Environmental, EMA & Zoning Committee Meeting, BIERMAN shall receive comp time equivalent to the amount of time so worked. BIERMAN shall not receive comp time for attendance at any County Board Meeting or County Board Environmental, EMA & Zoning Committee Meeting. As Zoning Administrator, regular office hours shall be from 8:00 a.m. to 12:00 p.m. each Tuesday and from 8:00 a.m. to 4:00 p.m. each Thursday.

7. REPORTS TO COMMITTEE: BIERMAN shall report all vacation days, sick days, personal days and comp time used or earned by him to the Environmental, EMA and Zoning Committee of the Washington County Board before the regularly scheduled committee meeting each month in the form of a spreadsheet. Failure or refusal to accurately report may result in the loss of vacation, sick, personal or comp time, or termination of this Agreement for cause.

Monthly reports to the Committee shall also include a summary of pending and anticipated zoning cases; information on upcoming zoning hearings and decisions from recently held hearings; maintenance records and reports for all equipment; status and timelines for grants and grant applications; and any other necessary, helpful or requested information.

8. CERTIFICATIONS: While employed in the POSITION, BIERMAN shall maintain a valid Illinois Driver's License, and shall maintain all certifications and licenses required by local, state or federal law or regulation in connection with the POSITION.

The COUNTY agrees to reimburse BIERMAN for any reasonable expenses related to the completion of continuing education required to maintain any required license or certification, provided that BIERMAN had received prior approval for any such commitments from the Environmental, EMA and Zoning Committee prior to expending any funds for which he expects reimbursement.

The COUNTY also agrees to reimburse BIERMAN for reasonable expenses related to training and meetings related to the POSITION, provided that BIERMAN had received prior approval for such commitments from the Environmental, EMA and Zoning Committee prior to expending any funds for which he expects reimbursement.

Any reimbursement requested shall be submitted in accordance with the procedures set forth in the applicable Washington County Ordinance.

9. MOBILE TELEPHONE: The COUNTY shall provide to BIERMAN the sum of fifty dollars (\$50.00) per month as reimbursement for mobile telephone service charges. Additionally, the COUNTY shall reimburse BIERMAN the sum of twenty dollars (\$20.00) for a mobile hotspot that is provided by BIERMAN for COUNTY use as long as said hotspot remains in use by the COUNTY.

10. MILEAGE: BIERMAN shall be reimbursed for actual mileage traveled in the execution of the duties of the POSITION, except that mileage shall not be paid for travel from BIERMAN's residence to the Washington County Courthouse or Judicial Building. Reimbursement shall be made at the current rate approved by the COUNTY for all Washington County Employees.

11. RESIDENCY: Throughout the duration of his employment in the POSITION, BIERMAN shall remain a resident of Washington County.

12. COMPLIANCE: BIERMAN agrees to abide by and enforce all policies (as amended from time to time) enacted by the County, whether enacted pursuant to Federal, State or Local law, Resolution, or Ordinance. Examples of such policies would be the county employee handbook, safety policies, gift ban policy and prohibitions against drug, tobacco and alcohol use.

Dated this 15th day of November, 2023/2022

Washington County

By:

David G. Meyer

David Meyer, Chairman
Washington County Board

Attest:

Shari Hempen

Shari Hempen,
Washington County Clerk



Matthew Bierman

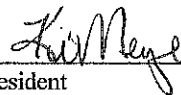
Matthew Bierman

COMMUNITY MENTAL HEALTH BOARD
WASHINGTON COUNTY, ILLINOIS

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION ACT

I, the undersigned, President of the Community Mental Health Board, Washington County, Illinois, hereby certify that I am the presiding officer of said Community Mental Health Board, and as such presiding officer, I hereby certify that the tax levy ordinance, a copy of which is attached hereto, was adopted pursuant to and in all respects in compliance with the provisions of Sections 4 through 7 of "The Truth In Taxation Act."

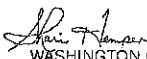
Dated this 18th day of October, 2022



President

FILED

OCT 19 2022



COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

"P"

RESOLUTION

A RESOLUTION MAKING THE ANNUAL APPROPRIATION FOR EXPENDITURES TO BE MADE FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF DECEMBER, 2022, AND ENDING THE 30TH DAY OF NOVEMBER, 2023, FROM THE COMMUNITY MENTAL HEALTH FUND, A SPECIAL FUND OF THE COUNTY OF WASHINGTON IN THE STATE OF ILLINOIS.

BE IT RESOLVED BY THE COUNTY BOARD of the County of Washington in the State of Illinois:

That there be and is hereby appropriated from the Community Mental Health fund, a Special Fund of the County of Washington raised by taxation for the fiscal year beginning the first day of December, 2022, and ending the 30th day of November, 2023, for the uses and purposes as herein set forth for said period, the sum of One Hundred Twenty One Thousand Nine Hundred Forty Six Dollars (\$121,946.00), which said appropriation is hereby made in conformity with the laws of the State of Illinois.

Funds may be used to support any of the below listed programs with projected amounts indicated.

Item No.	Purposes	Amount
1.)	Support for CDS Program	85,171
2.)	Support for Community Integrated Living Arrangement.	12,727
3.)	Support for Birth To Three Intervention Program	22,548
4.)	Support for the ComWell Okawville MH Counseling Office	1,000
5.)	Support for Heartlinks Grief Center	500
	Total	121,946

RESOLUTION

Appropriated and submitted by the Community Mental Health Board,
this 18th day of October, 2022.

Gary Klingler
Pat Roy
Amy Hackstadt
MEMBERS OF THE COMMUNITY
MENTAL HEALTH BOARD

Judy Sweeney
Brad "Bo" Meyer
K. Magee
Keith Cusman

ANNUAL BUDGET OF THE COMMUNITY MENTAL HEALTH BOARD
COUNTY OF WASHINGTON, STATE OF ILLINOIS

We, the Community Mental Health Board of Washington County, Illinois, to whom was referred the matter of preparing the Annual Budget for Community Mental Health Services for said County for the purpose of meeting and defraying the necessary expenses and liabilities thereof, for the fiscal year beginning the first day of December, 2022, and ending the 30th day of November, 2023, respectfully report that we have prepared a budget to cover said period in the manner as required by Statute, and the same has been approved by said Board. A copy of said budget is attached hereto.

We certify that said proposed budget was prepared and made conveniently available for public inspection at the office of the County Clerk, for a period of more than thirty days prior to the 1st day of December, 2022, and was published in the Nashville News , a weekly secular newspaper published in Nashville, Washington County, Illinois, on November, 9th , 2022.

We, therefore, respectfully submit that proposed budget to the County Board of said County, for their approval and adoption and recommend that the same be adopted by an Aye and Nay vote of said Board, as the Annual Budget for the purposes aforesaid, for the fiscal year beginning December 1, 2022, and ending November 30, 2023.

Gary Klingler
Pat Polz
Angie Hackett

Members Of The Community Mental
Health Board

Robert Smalley Jr
Bob "Bo" Meyer
Kim Meyer
Keith Curran

APPROVED by the County Board this 15th day of November,
2022, by an Aye and Nay vote, and said day being on the day of the
regular November 15, 2022, meeting of the County Board of said
County.

ATTEST:

Shari Hemper
Clerk of the County Board
and County Clerk



COMMUNITY MENTAL HEALTH
COMMUNITY MENTAL HEALTH BUDGET

Community Mental Health Budget approved by the Community Mental Health Board on October 18, 2022.

For the support of any of the programs of listed below. Programs 1, 2, and 3 are programs of Washington County Vocational Workshop. Projected support levels listed below.

Item No.	Purposes	Amount
1.)	Support for CDS Program	85,171
2.)	Support for Community Integrated Living Arrangement.	12,727
3.)	Support for Birth To Three Intervention Program	22,548
4.)	Support for ComWell Okawville MH counseling Office	1,000
5.)	Support for Heartlinks Grief Center	500
	Total	121,946

COMMUNITY MENTAL HEALTH FUND
TAX LEVY

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF DECEMBER, 2022, AND ENDING THE 30TH DAY OF NOVEMBER, 2023, FOR THE USES AND PURPOSES HEREINAFTER SET FORTH FOR THE COUNTY OF WASHINGTON IN THE STATE OF ILLINOIS.

WHEREAS, the County Board of the County of Washington in the State of Illinois did on the 15th day of November, 2022, being the day of the regular November 15, 2022, meeting, approve and adopt an Annual Budget and Appropriation Ordinance, for Community Mental Health services for said County for the fiscal year beginning December 1, 2022, and ending November 30, 2023, and

WHEREAS, the question of levying an additional and excess tax for Community Mental Health Service was submitted to a referendum vote on November 2, 1976, at which election a majority of the electors approved the said additional tax levy.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Washington and State of Illinois:

Section 1: That there be and is hereby levied, to be collected by General Taxation upon all real, personal and mixed property of the County of Washington in the State of Illinois, subject to taxation as the same is assessed and equalized for taxation, for State and County purposes, for the fiscal year beginning December 1, 2022, and ending November 30, 2023, for the purpose of defraying current expenses of One Hundred Twenty One Thousand Nine Hundred Forty Six Dollars(\$121,946) or such maximum as is authorized under this levy, which said levy shall be and is hereby made in conformity with the laws of the State of Illinois, in such case made and provided, and is levied for the following purposes for which appropriations have heretofore been made. These purposes being for the support of any below listed programs with projected amounts as shown.

Appropriation Purposes:

Item No.	Purposes	Amount
1.)	Support for CDS Program	85,171
2.)	Support for Community Integrated Living Arrangement.	12,727
3.)	Support for Birth To Three Intervention Program	22,548
4.)	Support for ComWell Okawville MH Counseling Office	1000
5.)	Support for Heartlinks Grief Center	500
	Total	121,946

SECTION II: That the County Clerk of said Washington County in the State of Illinois, on the passage and adoption of this Tax Levy by the County Board of said County shall record the same in the office of the County Clerk of Washington County, Illinois.

APPROVED AND ADOPTED by the county Board of the County of Washington, State of Illinois, by an Aye and Nay vote after adoption of the appropriation ordinance, on the 15th day of November, 2022, at the meeting of the County Board of said County.

ATTEST: _____

Clerk of the County Board and

County Clerk



Alan Hohlt moved that the Tax Levy be approved and adopted. Motion seconded by Gary Suedmeyer.

Aye and Nay vote taken.

RESULTS:

14 Aye votes.

0 Nay votes.

WASHINGTON COUNTY RESOLUTION #2022-31

**RESOLUTION FIXING JUROR COMPENSATION IN WASHINGTON
COUNTY, ILLINOIS**

WHEREAS, pursuant to the authority of the Counties Codes Act, 55 ILCS 5/4-11001, the Code of Civil Procedure, 735 ILCS 5/2-1105, as amended, and previous County Board Resolution, the Washington County Circuit Clerk, on behalf of the Washington County Board, presently compensates grand and petit jurors for their services in a set amount as designated by Resolution of the Board passed on December 13, 2016; and

WHEREAS, the Washington County Board now wished to increase the daily amount paid to grand and petit jurors and wishes to align the mileage reimbursement with that reimbursement paid to employees of the County entitled thereto.

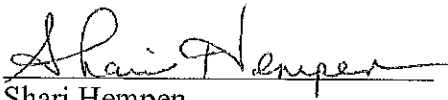
NOW, THEREFORE, BE IT RESOLVED, by the Washington County Board that the fee to be paid by the County of Washington to grand and petit jurors for their services in attending courts be the sum of \$25.00 per day of necessary attendance, plus reimbursement for travel expense at the rate established by the Washington County Board from time to time for reimbursement for the use of a private automobile for county business, currently being \$0.55 per mile.

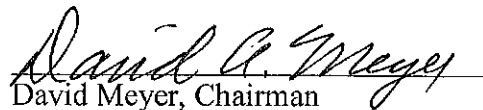
BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval by the Washington County Board.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Washington County, Illinois, to be affixed this 15th day of November, 2022.



ATTEST:


Shari Hempen,
Washington County Clerk


David Meyer, Chairman
Washington County Board

" R "

EMPLOYMENT AGREEMENT FOR WASHINGTON COUNTY
ANIMAL CONTROL WARDEN

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

1. The COUNTY agrees to hire DEBBIE HAGOPIAN and DEBBIE HAGOPIAN agrees to serve as the Washington County Animal Control Warden (hereinafter referred to as the "POSITION").

2. The parties agree and understand that the POSITION shall be a part-time, salaried position and that the POSITION'S responsibilities shall include:

- (A) Managing and operating the Washington County Animal Control (WCAC) office;
- (B) Maintaining WCAC office hours from 8:00 a.m. to 1:00 p.m. Monday through Saturday;
- (C) As the appropriate equipment and tools become available, entering all necessary and appropriate information and data into the computer, including but not limited to adoption information, State records, fees charged and billing; in the event a website is established by the County, this shall include maintaining the WCAC website page in accordance with the Animal Control Committee's guidelines as communicated from time to time;
- (D) Maintaining the cleanliness of the WCAC facility and vehicle(s);
- (E) Ensuring that all animals in the care of the WCAC are fed, watered and cared for in a humane manner;
- (F) Overseeing the animal adoption process, including but not limited to collection of County and State fees and verification that the adopted animal has been spayed or neutered within thirty (30) days of adoption as prescribed by law (currently 510 ILCS 5/11);
- (G) Supervising all other WCAC employees, including:
 - (i) Preparing the work schedule for all employees;
 - (ii) Monitoring payroll matters, including verifying that each part time Assistant Warden is paid per diem amounts only and does not receive additional hourly compensation for hours worked outside regular office hours (A "per diem" day worked shall consist of the hours from 12:00 a.m. to 11:59 p.m.);
 - (iii) Ensuring that all calls are responded to by only one (1) WCAC employee, unless, in the WARDEN'S discretion, a call is deemed an emergency requiring more than one (1) WCAC employee to respond;
 - (iv) Administering the policy that, unless circumstances prevent, all animal related citations should be issued by employees of WCAC;

"U"

- (H) Responding as the initial responder to any Animal Control calls unless unable and ensuring that all calls are responded to by Animal Control, provided, however, that all dog bites additionally require notification of a Washington County Deputy;
- (I) Implementing any policies or other matters as directed by the Animal Control Committee of the Washington County Board as pertain to the POSITION;
- (J) Determining the need for animal related citations and supervising the issuance of same.

3. The salary for the POSITION shall be \$31,000.00 for the term of employment, which shall be from the 1st day of December, 2022, to the 30th day of November, 2023, unless otherwise terminated earlier as provided herein.

Holidays shall be observed in accordance with holidays observed by the Washington County Courthouse and the WCAC shall not be open for business on those days provided, of course, that all animals in the care of the WCAC are provided for.

4. The requirement of a six (6) month probationary period has previously been satisfied. Therefore, the WARDEN may be terminated at any time by the COUNTY only for just cause or for dereliction of duty during the term of this Agreement. The COUNTY in its sole discretion may elect to not renew this Agreement at its expiration for any cause or for no cause.

The WARDEN may, at the WARDEN's option, voluntarily terminate her employment with the COUNTY at any time upon reasonable notice given to the Washington County Ambulance Committee. However, under no circumstances shall the WARDEN give less than thirty (30) days' notice to said Committee.

5. The WARDEN shall work hours between 1:00 p.m. and 8:00 a.m. as circumstances require. The WARDEN shall not receive additional compensation for hours so worked or for attendance at any County Board Meeting or County Board Animal Control Committee Meeting. Regular office hours shall be maintained from 8:00 a.m. to 1:00 p.m. each day, Monday through Saturday.

6. The WARDEN shall report hours worked, sick days and vacation days used by her to the Animal Control Committee of the Washington County Board each month in a mutually agreeable format. Said report shall be submitted in the same manner as bills for the WCAC are submitted.

7. If the Animal Control Committee, after consulting with WARDEN, determines that it is necessary for the employees of WCAC to carry weapons in the regular course of employment, the WARDEN agrees to complete the forty (40) hour Mandatory Firearms Training and oversee the training of other WCAC employees. The WARDEN and the Animal Control Committee agree that further WCAC regulations and WARDEN responsibilities would need to be determined in this event.

In the event the WARDEN and the Animal Control Committee agree that weapons will be carried in the regular course of business, the WARDEN and all other employees of WCAC shall satisfactorily complete the forty (40) hour Mandatory Firearms Training. Further, the WARDEN and all other employees of WCAC shall remain in good standing

and shall re-qualify annually thereafter. Proof of annual qualification for all employees, including the WARDEN, shall be provided to the Animal Control Committee of the Washington County Board and to the Washington County Animal Control Administrator. All expenses associated with the training and qualification shall be paid for by the COUNTY. Further, the WARDEN shall be charged with ensuring that all other WCAC employees complete said training within one year of the date hereof.

Upon request by the Animal Control Committee of the Washington County Board, the WARDEN shall provide such information as is necessary to verify ownership of all weapons under the control of WCAC.

Nothing in this Paragraph 7 shall be interpreted to allow the WARDEN final decision-making capacity with regard to the carrying of weapons or other WCAC weapons protocol.

8. Uniforms and badges shall be provided by the COUNTY and shall be worn by all WCAC employees while on duty. All calls shall be promptly responded to by the employee on duty.

9. The COUNTY shall provide to WARDEN the sum of sixty dollars (\$60.00) per month as reimbursement for mobile telephone service charges.

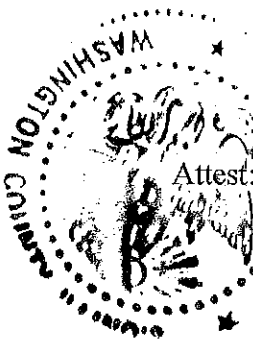
10. The WARDEN agrees to abide by and enforce all policies (as amended from time to time) enacted by the COUNTY, whether enacted pursuant to Federal, State or Local law, Resolution, or Ordinance. Examples of such policies would be the county employee handbook, safety policies, gift ban policy and prohibitions against drug, tobacco and alcohol use.

Dated this 15 day of November, 2022.

Washington County

By:

David A. Meyer
David Meyer, Chairman
Washington County Board

 Attest: Shari Hempen
Shari Hempen,
Washington County Clerk

Debbie Hagopian
Debbie Hagopian

This Agreement is recommended and approved by Washington County Animal Control Administrator Jay Colbrook, D.V.M.

Jay Colbrook, DVM
Jay Colbrook, D.V.M.

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the county of Washington (hereinafter referred to as "County") has, pursuant to 50 ILCS 750/1 et seq., previously passed an ordinance establishing a county wide 9-1-1 system and creating a Washington County Emergency Telephone System Board (hereinafter referred to as "ETSB"); and

WHEREAS, the governing boards of the County and the ETSB have determined that it would be in the best interest of the citizens of Washington County to establish a position to supervise the dispatch department in Washington County separate from the Washington County Sheriff's Department; and

WHEREAS, 5 ILCS 220/5 provides that:

"Any one or more public agencies may contract with any one or more other 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. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties;" and

WHEREAS, 50 ILCS 750/35 provides that:

"9-1-1 surcharge; allowable expenditures. Except as otherwise provided in this Act, expenditures from surcharge revenues received under this Act may be made by municipalities, counties, and 9-1-1 Authorities only to pay for the costs associated with the following:

...

(7) ... Costs of personnel attributable directly to the operation of the system.

...

(10) The design, implementation, operation, maintenance, or upgrade of wireless 9-1-1, E9-1-1, or NG9-1-1 emergency services or public safety answering points."

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY AND ETSB AS FOLLOWS:

1. The purpose of this Agreement is to set forth the relative rights and responsibilities of County and ETSB in conjunction with the establishment of a Public Communications Administrator position within Washington County.
2. County and ETSB agree that the Public Communications Administrator shall appointed by, report to, and be supervised by a joint committee referred to as the Washington County Public Communications Joint Committee. Said committee

"✓"

shall consist of 5 members, of which three (3) shall be members of the Washington County Board Communications Committee and two (2) shall be members of the Washington County ETSB. The Washington County Board Chairperson, after consultation with the Chairperson of said Communications Committee, shall appoint the members from the Washington County Board Communications Committee. The Washington County ETSB Chairperson shall appoint the members from the ETSB. Each Public Communications Joint Committee member's term shall run concurrently with that member's term on the County Communications Committee or the ETSB. The Washington County Sheriff and Washington County 9-1-1 Coordinator shall be ex officio non-voting members of the committee.

3. County and ETSB agree that the Public Communications Administrator shall be an employee of Washington County. Washington County shall be responsible for the payment of all salary and benefits to which the Public Communications Administrator is entitled, subject to reimbursement by ETSB. ETSB shall reimburse County no later than November 30 of each year for 33.33% of the base salary and 33.33% of all benefits and expenses associated with the base salary of the Public Communications Administrator. Benefits and expenses shall specifically include, but not necessarily be limited to, health, dental, vision, and life insurance premiums, IMRF contributions, and FICA contributions. County and ETSB agree that any training, classes or other education required by County will be paid for by County and that any training, classes or other education required by ETSB will be paid for ETSB.
4. Both parties acknowledge that ETSB may only expend its surcharge revenues for certain purposes specifically enumerated by statute. Nothing in this Agreement shall be interpreted to require ETSB to expend funds for any purpose not specifically allowed or authorized. Both parties also acknowledge that changes or additions to the ETSB requirements and regulations may be imposed at any time, and both parties will take all actions necessary to comply with same.
5. Each party hereto agrees to abide by all laws, policies and regulations required to maintain all certifications necessary to remain operational within State of Illinois mandates, including but not limited to LEADS and EMD certifications.
6. Any deviation from this arrangement shall be negotiated by both parties and shall specifically reference this Paragraph 6 of this Intergovernmental Agreement.
7. The Parties agree that if any provision of this Agreement is declared invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given affect without the invalid provision.

8. The initial term of this Agreement shall be from December 1, 2022, to November 30, 2023. Unless otherwise terminated, this Agreement shall renew annually thereafter until such time as either party chooses to terminate it. Notice of termination shall be in writing and shall be provided to the other party at least thirty (30) days prior to the end of the current contract year. Despite the foregoing, this Agreement can at any time be renegotiated if both parties agree.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed and have attached hereto a copy of the resolution or ordinance authorizing the appropriate official to execute this Agreement.

Dated: November 15, 2022

COUNTY OF WASHINGTON

By: David A. Meyer

David Meyer, Chairman Washington County Board



ATTEST: Shari Hempen

Shari Hempen, Washington County Clerk

WASHINGTON COUNTY EMERGENCY TELEPHONE SYSTEMS BOARD

By: Alan Hohlt

Alan Hohlt, Chairman

ATTEST: Shari Hempen

COMMITTEE APPOINTMENTS

NAME: Ross Schultze

ADDRESS: _____

CITY & STATE: _____

COMMITTEE: Washington County Emergency 911 Board

DATE APPOINTED: Nov 15 2022

TERM EXPIRES: Nov 1 2026

COMMITTEE APPOINTMENTS

NAME: Matt Bierman

ADDRESS: 630 ~~Grand~~ S. Grand St.

CITY & STATE: Nashville IL 62263

COMMITTEE: Washington County Emergency 911 Board

DATE APPOINTED: Nov 15 2022

TERM EXPIRES: Nov 1 2026

"W"

COMMITTEE APPOINTMENTS

NAME: Dwayne Mulholland

ADDRESS: 2192 County Highway 12

CITY & STATE: Marengo IL 62257

COMMITTEE: Wash Co. Zoning Board of Appeals

DATE APPOINTED: Nov 15 2022

TERM EXPIRES: Nov 1 2027

COMMITTEE APPOINTMENTS

NAME: Lucas Bornenpohl

ADDRESS: 5757 Nightingale Rd

CITY & STATE: Okawville IL 62271

COMMITTEE: Washington County ^{Zoning} Board of Appeals

DATE APPOINTED: Nov 15 2022

TERM EXPIRES: Nov 1 2027

COMMITTEE APPOINTMENTS

NAME: Devin Clary

ADDRESS: _____

CITY & STATE: _____

COMMITTEE: Washington County ^{Zoning} Board of Appeals

DATE APPOINTED: Nov 15 2022

TERM EXPIRES: Nov 1 2026 Unexpired of Doug
Boehlens

COMMITTEE APPOINTMENTS

NAME: _____

ADDRESS: _____

CITY & STATE: _____

COMMITTEE: _____

DATE APPOINTED: _____

TERM EXPIRES: _____