Finance & Personnel Committee
Monday, February 6, 2023
5:00 PM, 2nd Floor, Joseph G. Cannon Building

AGENDA

1. Call to Order and Roll Call

2. Adoption/Amendments to the Agenda

3. Approval of Minutes – January 9, 2023

4. Audience Comments

5. Financial Update

6. ARPA Update

7. ARPA Vermilion County Building Projection (attachments from Kone for the Joseph G. Cannon passenger elevator will also be distributed at the meeting)

8. ARPA – Village of Muncie Additional Request - $9,454.00

9. Resolution - RE: Continued Emergency Action – Higginsville Road Repair – ARPA - $1,400,000.00

10. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the EMA Department - $56,262.48

11. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Mental Health Department - $42,609.00

12. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Health Insurance Fund - $9,500.00

13. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the General Fund – Judge's Grant - $88,058.31

14. Ordinance – RE: Abating Annual Tax Levy – Jail Expansion and Juvenile Detention Center Projects - $544,115.00

15. Executive Sessions:
    A **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)** The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.
    B **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)** Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

16. Items of Information
    *North Fork Abating Annual Tax Levy
    *ARPA Request (paperwork to be distributed at meeting)

17. Adjournment

Special Finance & Personnel Committee
Monday, January 9, 2023
5:00 PM, 2nd Floor, Joseph G. Cannon Building

MINUTES

Agenda Item 1 - Call to Order and Roll Call

Committee Chairman Steve Miller called the Special Finance & Personnel meeting to order at 5:00 PM. Upon the call of roll, the following members were present; Steve Miller, Jerry Hawker, Craig Golden, Bruce Stark, Joe Eakle, Shelley McClain, Todd Johnson and Nancy O'Kane. 8 Present, 0 Absent. Also, in attendance; Larry Baughn Jr.– Vermilion County Board Chairman, Robyn Heffern – Chief Deputy County Clerk Office, Steve Brandy- WDAN/Neuhoff Media, Erika Ramsey – Vermilion County Auditor, Cassy Carter- Vermilion County Finance Director joined via teleconference, Jennifer Jenkins – Vermilion County Board Office, and, Wes Bieritz – Landbank.

Agenda Item 2 - Adoption/Amendments to the Agenda

Eakle motioned, second by Johnson to approve the agenda as agenda. Motion passed by acclamation.

Agenda Item 3 - Approval of Minutes – December 12, 2022

Committee Chairman Miller advised that a revised version has been created and it was handed out to the committee. The revisions were as follows; Item 6 was revised because Miller requested the addition of his statement regarding the conflict of interest aspects of the ARPA awards. It states that Committee Chairman Miller cited Federal, State, and County provisions provided by Mr. William Donahue regarding conflicts of interest Miller stated he will not participate in any deliberations or discussions of any ARPA awards in regards to any entity that he is in anyway financially associated. In addition, Members of the committee were also reminded that if they feel that they would have a conflict of interest that they would exercise the same practice with awarding funds. Miller also wanted to include the handouts that he provided to the committee at the December 12, 2022 meeting to accompany the minutes to ensure the correct reference material. Hawker motioned to approve the amended minutes along with the attachments, second by O'Kane. Motion passed by acclamation.

Agenda Item 4 - Audience Comments

None.

Agenda Item 5 – Financial Update

Erika Ramsey referenced her handout that reflects 2022. The highlights are that the General Fund is doing very well. It is significantly higher than budgeted. This is attributed to the Corporate Replacement Tax. We generally get this revenue in May however it came at a later date due to legislative changes, COVID money reconciliation, etc.. This amount was budgeted at $1.8 million and it ended at $4.8 million.

Hawker asked why some funds appeared to be in a deficit. Ramsey advised this was actually a difference from the beginning of the last fiscal year to the end of the fiscal year. It is not the actual balance. The Animal Control Fund is in a deficit. However, the Finance Director will do an annual transfer to this fund which should resolve this issue. These are balances as of the end of November, the end of the fiscal year. Changes for December would not show on this report.

Agenda Item 6, 7, and 8 – ARPA Applications, Vermilion County Projection, and ARPA Requests

Miller referenced the sample application(s) acquired from other counties, municipalities, etc. It was previously discussed that we may want to consider a formal application. Miller advised he has discussed this with Baughn and instead of recreating a new application it may be better to review what has already been submitted and determine what may or may not be lacking. There was also discussion of whether or not we had a requirement to release funds of $1 mil to other government entities. This is an item that the Finance Director, Carter, is awaiting an answer from the outside auditor. She will advise once this information is received. Stark advised that we need to look at the County needs for our facilities prior to extending any funds to anyone else. Johnson agreed and added that we need to do our projects and then come back and revisit any, if available, remaining funds. O'Kane suggested that we compile some suggestions for the Vermilion County buildings and the potential cost. Baughn advised that there is an ongoing list of projects for Vermilion County that have been planned since the beginning discussions of the ARPA funds. Building and Grounds will get this list together for the next Finance Committee meeting so that the members may review projects that can be performed utilizing the ARPA funds. Miller suggested that any current, and future ARPA applications from communities will be distributed to the Finance Committee by the Finance Director so that they can continue to monitor fund requests.

Agenda Item 9 – Executive Session
None

Agenda Item 10 - Items of Information
Wes Bieritz advised the committee of his request on behalf of Land Bank. He provided a handout that is for rehabilitation of homes through Land Bank. Not demolition. That is why he needs the support of the County Board and ARPA funds for this project. The handout is a model of eligibility for the program, such as; income requirements for a household, contractor questions, loan repayment, etc. This program focuses on replacement and/or repair of roofs. This is so important for this so that people can remain in these homes.
O'Kane explained that the repair of roofs in her own community would make a significant difference in the homes and the ability for someone to live in the home.
Mclain advised the committee of her support for the Land Bank as she has seen its success within her own community.

Agenda Item 11 – Adjournment
Committee Chairman Steve Miller adjourned the meeting at 6:19 PM.

Minutes by: Jennifer Jenkins, Vermilion County Board Office Manager

Vermilion County Revenue 2022 vs 2023 -as of January

Revenue	Description	Budget 2022 (Estimated Revenue)	Budget 2023 (Estimated Revenue)	Actual 2022	Actual 2023	% of Budget 2021	% of Budget 2022
3101	Real Estate Taxes	$ 2,530,818.00	$ 2,703,359.00	$ -	$ -	0.00%	0.00%
3201	Liquor License Fees	$ 60,000.00	$ 60,000.00	$ 46,350.00	$ 25,175.00	41.96%	77.25%
3301	State Income Taxes	$ 3,400,000.00	$ 3,600,000.00	$ 579,252.30	$ 655,198.48	18.20%	17.04%
3304.01	Sales Tax/Regular	$ 450,000.00	$ 800,000.00	$ 110,498.64	$ 139,831.18	17.48%	24.56%
3304.02	Sales Tax/Supplemental	$ 1,700,000.00	$ 2,000,000.00	$ 364,091.95	$ 385,408.62	19.27%	21.42%
3305	Recreational Use Tax	$ 900,000.00	$ 1,500,000.00	$ 190,491.47	$ 161,440.59	10.76%	21.17%
3306	Corp Replacement Tax	$ 1,800,000.00	$ 3,500,000.00	$ 620,919.21	$ 1,029,811.32	29.42%	34.50%
3307	Hotel/Motel Tax	$ 5,000.00	$ 5,000.00	$ 661.61	$ 166.74	3.33%	13.23%
3311.01	State Salary Reimb/ Pub Def	$ 112,728.00	$ 113,749.00	$ 18,341.58	$ 18,873.48	16.59%	16.27%
3311.02	State Salary Reimb/ Probation	$ 1,274,276.00	$ 1,453,889.00	$ 198,297.21	$ -	0.00%	15.56%
3311.04	State Salary Reimb/ Asst Atty	$ 4,000.00	$ 4,000.00	$ 666.66	$ 666.66	16.67%	0.00%
3311.05	State Salary Reimb/ ST Atty	$ 161,603.00	$ 166,922.00	$ 26,933.86	$ 27,820.46	16.67%	16.67%
3311.06	State Salary Reimb/ S of A	$ 37,507.00	$ 38,632.00	$ 6,160.22	$ 6,345.01	16.42%	16.42%
3311.08	State Salary Reimb Sheriff	$ -	$ -	$ -	$ 12,036.56	0.00%	0.00%
3318	S.S.A. Reimb/Prisoners	$ 3,000.00	$ 3,000.00	$ 1,200.00	$ 1,800.00	60.00%	40.00%
3321	EMA Grant Reimb	$ 50,000.00	$ 35,000.00	$ -	$ 5,657.66	16.16%	0.00%
3324	Grant Funds	$ -	$ -	$ -	$ -	0.00%	0.00%
3325	Reimb/ Dare Program	$ 17,500.00	$ 17,500.00	$ -	$ -	0.00%	0.00%
3326	WIB Grant/ Travel	$ 25,000.00	$ 27,000.00	$ -	$ -	0.00%	0.00%
3353	School Service Grant	$ 4,731.00	$ -	$ -	$ -	0.00%	0.00%
3425	VOCA Grant	$ -	$ -		$ -	0.00%	0.00%
3426	CAC Grant	$ -	$ -	$ 62,146.90	$ 21,845.50	0.00%	0.00%
3501	Public & Co Fees/ Circuit Clerk	$ 654,000.00	$ 654,000.00	$ 77,563.53	$ 91,963.99	14.06%	11.86%
3501.02	Public & Co Fees/ County Clerk	$ 256,000.00	$ 256,000.00	$ 45,249.56	$ 26,257.21	10.26%	17.68%
3501.03	Public & Co Fees/ Recorder	$ 300,000.00	$ 300,000.00	$ 67,016.22	$ 70,664.82	23.55%	22.34%
3501.04	Public & Co Fees/ Sheriff	$ 90,000.00	$ 90,000.00	$ 11,982.46	$ 21,938.08	24.38%	13.31%
3501.06	Public & Co Fees/ St Atty	$ 80,000.00	$ 80,000.00	$ 7,157.75	$ 5,050.71	6.31%	8.95%
3510	Court Security Fees	$ 210,000.00	$ 210,000.00	$ 35,755.70	$ 35,974.89	17.13%	17.03%
3540	Bond Processing Fee	$ 68,000.00	$ 68,000.00	$ 11,623.75	$ 6,880.00	10.12%	17.09%
3541	Sheriff's Services	$ 27,000.00	$ 27,000.00	$ 2,670.90	$ -	0.00%	9.89%
3544	Traffic/Conservation Co. Fees	$ 50,000.00	$ 50,000.00	$ 3,223.95	$ 1,285.36	2.57%	6.45%
3545	Sheriff's Sale Fees	$ 55,000.00	$ 40,000.00	$ 4,200.00	$ 7,800.00	19.50%	7.64%
3556	State Police Vehicle Fees	$ 750.00	$ 750.00	$ -	$ -	0.00%	0.00%
3601	Fines	$ 80,000.00	$ 65,000.00	$ 7,201.79	$ 8,231.91	12.66%	9.00%
3602	Bond Forfeiture	$ 60,000.00	$ 100,000.00	$ 11,282.00	$ 9,182.00	9.18%	18.80%
3701	Interest	$ 60,000.00	$ 60,000.00	$ 1,929.06	$ 4,195.52	6.99%	3.22%
3702	Rent CSB/Annex	$ 30,000.00	$ 30,000.00	$ -	$ 2,500.00	8.33%	0.00%
3704	Public Defender Client Reimb	$ 1,000.00	$ 1,000.00	$ -	$ 66.30	6.63%	0.00%
3707	County Jail Medical Fee	$ 5,500.00	$ 5,500.00	$ 1,208.76	$ 4,246.67	77.21%	21.98%
3708	Penalty Cost & Interest	$ 225,000.00	$ 300,000.00	$ 202,906.64	$ 279,027.48	93.01%	90.18%
3710	Miscellaneous	$ 150,000.00	$ 300,000.00	$ 12,380.29	$ 6,661.40	2.22%	8.25%
3711	EMA-Tier Hazardous fee	$ -	$ -	$ -	$ -	0.00%	0.00%
3712	Memorial Funds	$ -	$ -	$ -	$ -	0.00%	0.00%
3723	FTA Warrant Fee	$ 20,000.00	$ 20,000.00	$ 2,100.00	$ 2,170.00	10.85%	10.50%
3725	Wind/Solar Farm Revenue	$ -	$ 300,000.00	$ -	$ -	0.00%	
3726	Franchise Fees	$ 125,000.00	$ 125,000.00	$ -	$ -	0.00%	0.00%
3727	Gambling Revenue	$ 251,000.00	$ 300,000.00	$ 42,978.55	$ -	0.00%	17.12%
3902	Transfers In	$ 360,000.00	$ 185,000.00	$ 181,759.27	$ 220,717.14	119.31%	50.49%
3904	Transfers from Fund 009	$ 600,000.00	$ 600,000.00	$ -	$ -	0.00%	0.00%
Total		$ 16,294,413.00	$ 20,195,301.00	$ 2,956,201.79	$ 3,296,890.74	16.33%	18.14%
						Should be 17 %	

Fund	Fund Description	Beginning Balance	YTD Revenues	YTD Expenses	Estimate Fund Balance
Fund Category **Governmental Funds**					
Fund Type **General Fund**					
001	General Fund	19,651,738.06	3,296,890.74	2,418,167.72	20,530,461.08
	Fund Type **General Fund** Totals	$19,651,738.06	$3,296,890.74	$2,418,167.72	$20,530,461.08
Fund Type **Special Revenue Funds**					
002	IMRF Fund	791,803.48	295.62	151,933.29	640,165.81
003	Vermilion Co Health Department	1,917,310.13	246,711.95	251,903.58	1,912,118.50
004	Mental Health 708 Fund	548,254.06	207.24	190,821.16	357,640.14
006	PSB Rent Fund	6,335,363.06	254,216.25	3,177,066.52	3,412,512.79
007	County Highway Fund	941,871.23	8,700.74	146,804.58	803,767.39
009	Law Enforcement Fund	6,285,818.85	334,614.15	21,965.77	6,598,467.23
010	Indemnity Fund	149,086.06	33,921.05	43,306.06	139,701.05
011	Animal Control Fund	1,677.85	521,804.79	105,320.64	418,162.00
012	Veterans Assistance Commission	241,387.44	102.67	6,632.73	234,857.38
013	GIS Automation Fund	297,991.91	32,165.20	33,240.00	296,917.11
014	Probation Service Fund	170,825.60	16,300.98	16,103.13	171,023.45
015	County Clerk Vital Records	30,378.05	1,072.48	1,515.00	29,935.53
018	Co Clerk Tax Automation Fund	16,015.89	3,407.54	318.06	19,105.37
019	FICA (Social Security)	289,831.18	76.37	243,432.83	46,474.72
022	State's Atty Automation	4,744.82	428.09	2,798.00	2,374.91
035	Coroner's Automation	75,459.43	4,030.74	171.38	79,318.79
041	Capital Improvements Fund	632,396.05	2,365.99	.00	634,762.04
042	North Fork Spec Serv Area 1	227,791.39	11.81	.00	227,803.20
043	North Fork Spec Serv Area 2	58,143.24	126.96	.00	58,270.20
044	North Fork Spec Serv Area 3	15,423.50	6.53	.00	15,430.03
047	DUI Fund	8,320.10	419.00	.00	8,739.10
048	Law Enforcement Grant	27.28	.00	.00	27.28
062	County Bridge Fund	1,820,683.28	37,751.68	(25,527.24)	1,883,962.20
063	Law Library Fund	94,779.63	4,122.69	3,974.38	94,927.94
069	Working Cash Fund	.15	.00	.00	.15
071	Traffic Fee Fund	209,834.44	6,428.66	62,085.34	154,177.76
073	Public Defender Automation Fund	3,112.12	211.34	.00	3,323.46
074	Court Automation Fund	83,303.18	15,013.06	22,905.16	75,411.08
075	Court Security Fee Fund	71,092.62	31.59	15,899.87	55,224.34
076	Recorder Special Fund	318,975.79	6,324.08	5,287.08	320,012.79
078	Circuit Clerk Oper & Admin	124,427.64	5,304.45	190.63	129,541.46
079	Court Document Storage Fund	305,003.92	15,128.91	6,123.16	314,009.67
080	Drug Court Fee Fund	68,677.37	15,089.26	2,376.91	81,389.72
081	VC Electronic Monitor	55,721.63	6,134.18	4,984.00	56,871.81
086	Board of Election Fund	.00	.00	.00	.00
088	Treasurer Automation Fund	126,705.83	45,674.44	152.49	172,227.78
090	VC Trustee Revolving Fund	9,354.46	3,684.84	.00	13,039.30
091	Child Support/Maint	87,072.38	2,200.71	6,562.71	82,710.38
097	Victim Witness/Atty General	35,645.43	15,014.24	7,446.18	43,213.49
099	VC Meg/Exp Multi-Jur Narc	426.61	70,323.41	25,313.35	45,436.67
	Fund Type **Special Revenue Funds** Totals	$22,454,737.08	$1,709,423.69	$4,531,106.75	$19,633,054.02
	Fund Category **Governmental Funds** Totals	$42,106,475.14	$5,006,314.43	$6,949,274.47	$40,163,515.10
Fund Category **Proprietary Funds**					
Fund Type **Enterprise Funds**					
066	VC Solid Waste Management	1,183,355.48	21,773.84	52,780.71	1,152,348.61
	Fund Type **Enterprise Funds** Totals	$1,183,355.48	$21,773.84	$52,780.71	$1,152,348.61

Fund	Fund Description	Beginning Balance	YTD Revenues	YTD Expenses	Estimate Fund Balance
	Fund Type **Internal Service Funds**				
005	Liability Insurance Fund	323,916.27	562.76	543,404.28	(218,925.25)
	Fund Type **Internal Service Funds** Totals	$323,916.27	$562.76	$543,404.28	($218,925.25)
	Fund Category **Proprietary Funds** Totals	$1,507,271.75	$22,336.60	$596,184.99	$933,423.36
	Fund Category **Fiduciary Funds**				
	Fund Type **Private-Purpose Trust Funds**				
052	Electronic Citation Fund	95,553.68	3,119.49	.00	98,673.17
072	Treasurer's Acct Fund	1,344.99	.00	.00	1,344.99
	Fund Type **Private-Purpose Trust Funds** Totals	$96,898.67	$3,119.49	$0.00	$100,018.16
	Fund Category **Fiduciary Funds** Totals	$96,898.67	$3,119.49	$0.00	$100,018.16
	Grand Totals	$43,710,645.56	$5,031,770.52	$7,545,459.46	$41,196,956.62

Detail General Ledger Report

G/L Date Range 01/01/23 - 01/31/23
Include Sub Ledger Detail
Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount
G/L Account Number	040.640.00.4101 Salary - Personnel							Balance To Date:
01/06/2023	2023-00000363	JE	HR	Payroll Post BW Bi-Weekly 01/06/23	Payroll Post		11,459.12	
01/20/2023	2023-00000618	JE	HR	Payroll Post BW Bi-Weekly 01/20/23	Payroll Post		11,123.18	
					Account Salary - Personnel Totals		$22,582.30	$0.00
G/L Account Number	040.640.00.4155 Insurance - Life/Health							Balance To Date:
01/06/2023	2023-00000363	JE	HR	Payroll Post BW Bi-Weekly 01/06/23	Payroll Post		1,105.96	
01/20/2023	2023-00000618	JE	HR	Payroll Post BW Bi-Weekly 01/20/23	Payroll Post		1,105.96	
					Account Insurance - Life/Health Totals		$2,211.92	$0.00
G/L Account Number	040.640.00.4293 Maint/Repair - Software							Balance To Date:
01/30/2023	2023-00000750	JE	AP	A/P Invoice Entry	Accounts Payable		4,000.00	
Invoice Number	*Vendor*	*Description*			*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*
10876	Apptegy, Inc	Thrillshare 2023			01/24/2023	Check	20053	4,000.00
							Total	$4,000.00
					Account Maint/Repair - Software Totals		$4,000.00	$0.00
G/L Account Number	040.640.00.4361 Contractual/Prof Services							Balance To Date:
01/17/2023	2023-00000535	JE	AP	A/P Invoice Entry	Accounts Payable		4,377.50	
Invoice Number	*Vendor*	*Description*			*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*
02.2023	Elizabeth Bray Knecht	Mental Health Contractor Feb 2023			01/17/2023	Check	19932	4,377.50
							Total	$4,377.50
					Account Contractual/Prof Services Totals		$4,377.50	$0.00
G/L Account Number	040.640.00.4450 Office Furniture/Equipment							Balance To Date:
01/30/2023	2023-00000750	JE	AP	A/P Invoice Entry	Accounts Payable		800.00	
Invoice Number	*Vendor*	*Description*			*Invoice Date*	*Payment Type*	*Payment Number*	*Amount*
129937	Area Wide Technologies Inc	Desk Top Gooseneck Microphone VCAB			09/30/2022	Check	20054	800.00
							Total	$800.00
					Account Office Furniture/Equipment Totals		$800.00	$0.00
					Project General Totals		$33,971.72	$0.00
					Department American Rescue Plan Totals		$33,971.72	$0.00
					Fund AMERICAN RESCUE PLAN Totals		$33,971.72	$0.00
					Grand Totals		$33,971.72	$0.00

American Rescue Plan Fund Balance

Beginning Revenue	Previous Expenses	December Expenses 10th-31st	Remaining Balance
$ 14,715,103.01	$ 3,976,624.46	$ 33,971.72	$ 10,704,506.83

ARPA Proposal
Building Upgrades
COURTHOUSE (7 N. Vermilion Street)

1. Replacement/Update of the heating and cooling system
   includes; 3 boilers
   97 heat pumps
   BACnet system (network system)
   Estimated cost = $2,000,000.00

2. Windows
   Replacement or sealing
   Full replacement Estimated cost = $500,000.00
   Repair/reseal Estimated cost = $100,000.00

3. Entry Doors (outside) and the back alley door
   The front entry doors need new seals and the open/shut mechanisms have been worked on several times and are wore out. Daylight can be seen due to worn seals.
   The back alley door needs completely replaced as the bottom 2" of this door is completed rusted out. It has been covered with metal previously and now is worn down.
   Estimated cost = $75,000.00

4. LED Lighting
   Johnson Controls provided us with an upfront cost several years ago
   Estimated cost = $45,000.00

5. Hot Water Heater
   Estimated cost = $4,000.00

6. All new h2o lines throughout building
   Estimated cost = $1,500,000.00

ARPA Proposal
Building Upgrades
Joseph G. Cannon Building (201 N. Vermilion Street)

1. Replacement Windows
   According to the National Park Service, the description of the windows are as follows: round-arched window openings with keystones, as well as segmental- and flat-arched openings with quoins at the corners. The GSA previously made updates to these windows by installing storm windows as to not disturb the historic elements of the existing wooden frames. The previous quote that was received in 2017 was for $450,000.00 (which included the customization of the wood frames as required by the National Park District)
   Estimated cost = $750,000.00 - $1,000,000.00

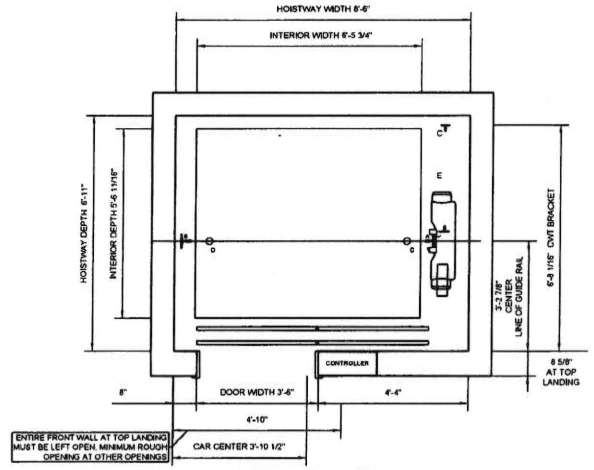
2. Entry Doors (North and South)
   The front entry doors have been worked on multiple times and they are very heavy duty and are difficult for the public to pull open. It was reviewed to add a press door/auto opener, however, the doors also do not seal well. The cost of complete replacement 4 + years ago was around $40, 000
   Estimated cost = $55,000.00

3. Passenger Elevator
   The current elevator system is 60+ years old and our current elevator supplier, Kone, has advised that parts for this system are nearly extinct. This current elevator also needs to be replaced due to its inadequate size for ADA compliance. The minimum width for an elevator is to be 68" our elevator width is currently 58". The required depth (door to back wall) should be 54". The current elevator depth is at 48".
   Kone has provided some suggestions to accommodate a replacement. Those suggestions are attached. There is no pricing along with this information as a complete inspection would be required.
   One of the suggestions is to cut out part of the floor at the door entry to the elevator system however, it would need to be reviewed if this would be ADA compliant because instead of the required measurements of the cab of the elevator being 68" wide by 54" deep it would be swapped to not intrude with the stairwell. So the elevator renovation would end up being 54" wide by 68" deep. This is only an option if ADA compliance would allow.
   A possible other option could be an exterior elevator, such as the Fischer Theater.

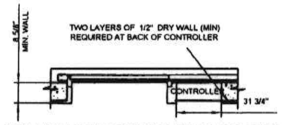
4. Roof
   We recently received a quote from Sentry roofing for $93,000.00

5. LED Lighting
   Building and Grounds would update the system within the Joseph G. Cannon Building.
   Estimated cost = $15,000.00

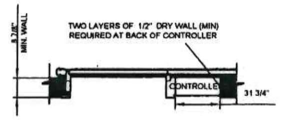
LAYOUT NOT TO SCALE. MODEL SPACE 1:1



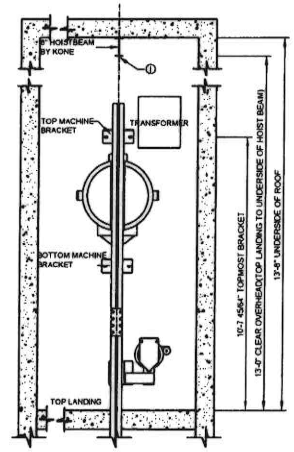
HOISTWAY PLAN VIEW



TOP LANDING ENTRANCE / INTEGRATED CONTROL DETAIL
CONCRETE



TOP LANDING ENTRANCE / INTEGRATED CONTROL DETAIL
DRYWALL



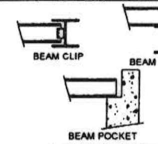
ELEVATION VIEW FROM HOISTWAY
LOOKING AT MACHINE

BRKTS ABOVE TOPMOST LANDING - IMPACT LOADING REACTIONS			
REACTION LOCATION	A	B	C
X DIRECTION	1580	240	50
Y DIRECTION	530	1670	100
BRKTS BELOW TOPMOST LANDING - RUNNING REACTIONS			
X DIRECTION	290	240	50
Y DIRECTION	200	110	100
MAX DEFLECTION NOT TO EXCEED 0.25" (6mm) DUE TO APPLIED LOADS			

VERTICAL FORCES ONTO PIT FLOOR					
REACTION LOCATION	A	B	C	D	E
Z DIRECTION	21400	10700	6000	12200	1920

**VERTICAL REACTIONS A, B & C OCCUR SIMULTANEOUSLY. VERTICAL REACTIONS D & E OCCUR INDIVIDUALLY AND SEPARATELY FROM A, B & C.

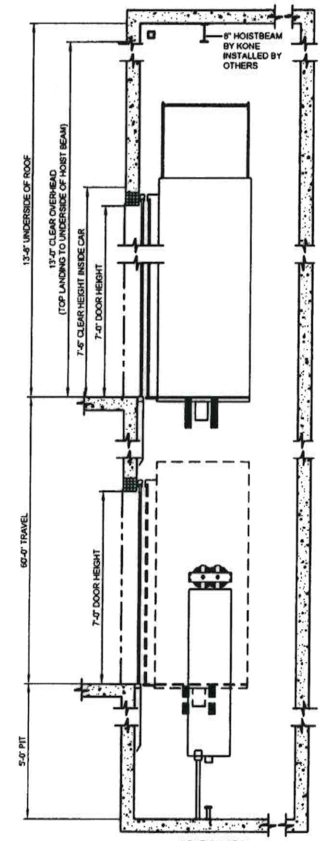
HOISTBEAM & LIFELINE VERTICAL FORCES				
REACTION LOCATION	A	B	C	D
Z DIRECTION	4800	4700	5000	5000



BEAM POCKET
ATTACHMENT DETAILS

FLOOR BY FLOOR HEIGHTS CHART

Floor Number	Elevation	Front Opening	Back Opening	Inter Floor Distance (ft)	Inter Floor Distance (in)
4	60' 0"	X	–	20	0
3	40' 0"	X	–	20	0
2	20' 0"	X	–	20	0
1	0' 0"	X	–		



SECTIONVIEW

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3. HOISTWAY VENTILATION SHALL BE PROVIDED PER CODE REQUIREMENTS.
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13. THE ACCESS DOOR TO THE CONTROL SPACE OR THE CONTROL ROOM MUST BE SECURED AGAINST UNAUTHORIZED ACCESS. IT SHALL BE SELF-LOCKING AND SELF-CLOSING.
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19. THESE DRAWINGS ARE FOR INFORMATION PURPOSES ONLY AND MUST NOT BE USED FOR CONSTRUCTION PURPOSES. FULLY DETAILED CONSTRUCTION DRAWINGS ARE AVAILABLE FROM THE PRODUCT MANUFACTURER.

SPECIFICATIONS

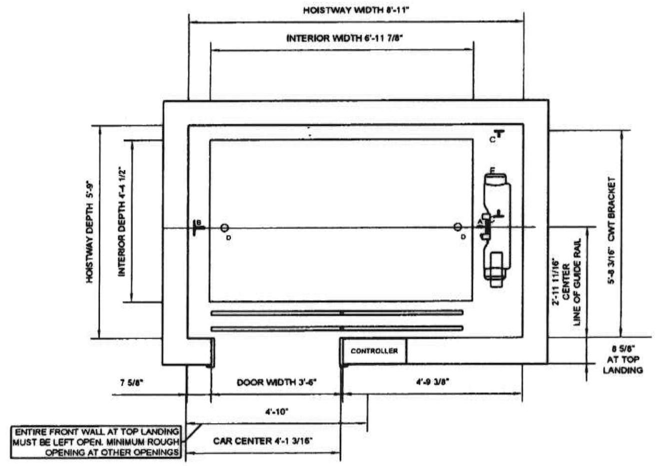
PRODUCT NAME	:MonoSpace 500 DX
SEISMIC ZONE	:NON-SEISMIC
CAPACITY	:3500 lb
SPEED	:150 FPM
DOOR	:LEFT OPENING
TRAVEL	:60'-0"
CONTROL LOCATION	:INTEGRATED
POWER SUPPLY	:480 V
REQUIRED FUSE AMPS	:25 AMPS
CONTROLLER HEAT OUTPUT	:3 KBTU/HR
MACHINE HEAT OUTPUT	:1.5 KBTU/HR

KONE
ONE KONE COURT
MOLINE, IL
P: 1-800-956-KONE (5663)
F: 309-743-5469
***.kone.us

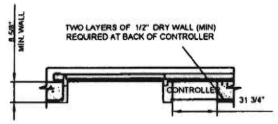
PROJECT NAME
-

BUILDING LOCATION
-
-
-

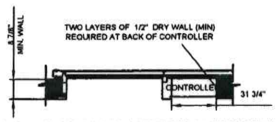
LAYOUT NOT TO SCALE. MODEL SPACE 1:1



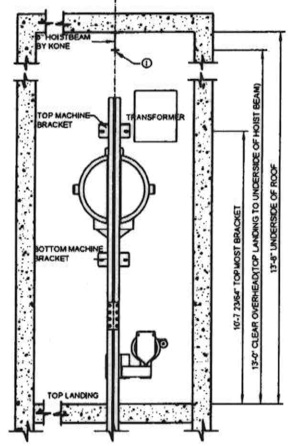
HOISTWAY PLAN VIEW



TOP LANDING ENTRANCE / INTEGRATED CONTROL DETAIL CONCRETE



TOP LANDING ENTRANCE / INTEGRATED CONTROL DETAIL DRYWALL



ELEVATION VIEW FROM HOISTWAY LOOKING AT MACHINE

BRKTS ABOVE TOPMOST LANDING - IMPACT LOADING REACTIONS			
REACTION LOCATION	A	B	C
X DIRECTION	1300	1900	50
Y DIRECTION	310	1450	100
BRKTS BELOW TOPMOST LANDING - RUNNING REACTIONS			
X DIRECTION	230	190	50
Y DIRECTION	160	60	100
MAX DEFLECTION NOT TO EXCEED 0.25" (6mm) DUE TO APPLIED LOADS			

VERTICAL FORCES ONTO PIT FLOOR					
REACTION LOCATION	A	B	C	D	E
Z DIRECTION	19100	9200	4900	10000	16300

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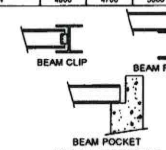
REACTION LOCATION	A	B	C	D
Z DIRECTION	4800	4700	5000	5000



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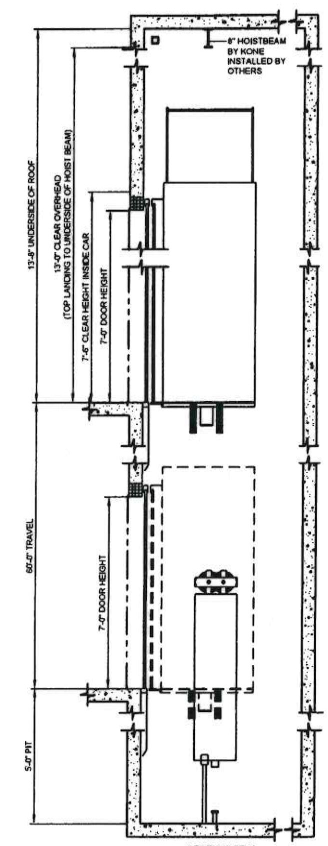

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SPECIFICATIONS

PRODUCT NAME	: MonoSpace 500 DX
SEISMIC ZONE	: NON-SEISMIC
CAPACITY	: 2500 lb
SPEED	: 150 FPM
DOOR	: LEFT OPENING
TRAVEL	: 60'0"
CONTROL LOCATION	: INTEGRATED
POWER SUPPLY	: 480 V
REQUIRED FUSE AMPS	: 15 AMPS
CONTROLLER HEAT OUTPUT	: 2.2 KBTU/HR
MACHINE HEAT OUTPUT	: 1.1 KBTU/HR

KONE

ONE KONE COURT
MOLINE, IL
P: 1-800-956-KONE (5663)
F: 309-743-5469
***.kone.us

PROJECT NAME

-

BUILDING LOCATION

-

-

ARPA Proposal
Building Upgrades
Vermilion County Health Department (200 S. College)

1. A/C Condenser(s) X 3
   The Air Handler system has already been award through the RFP process and will be replaced in the next several weeks. The Air Handler update does not affect the Air Conditioning system. The update of the A/C condensers will allow for B&G to purchase freon at a much cheaper rate than the $5,000 per jug as well as maintain a constant temperature throughout the Health Dept. instead of 1 area differential.
   Estimated cost = $150,000.00
   Also with the replacement of the heating and cooling system(s) it should be noted that the current system runs on 1 boiler in which there is no backup. If this system went out and we were unable to acquire parts for repair, there would be no heat.
   The desire would be for an additional boiler installation in which we could cycle between the two boilers every other month.
   Estimated cost = $3,500.00

2. Alarm System replacement
   The current alarm system is antiquated and is sporadic in adequacy. It often triggers even when properly disarmed.
   Estimated cost = $4,000

3. LED Lighting
   Building and Grounds would update the system within the Vermilion County Health Department.
   Estimated cost = $7,000.00

ARPA Proposal
Building Upgrades
Vermilion County Animal Regulations (14775 Catlin-Tilton Road)

1. Ventilation System
   Allied Mechanical visited the facility and advised that the system is pulling in outside air after exhaustion and the air pulled in is not conditioned. Essentially a makeup unit would need to be installed to adjust the temperature of the outside air being brought in. Also it was suggested that the heating/a/c systems be moved to a different area instead of within the kennel areas as the ammonia smell is filtered through these devices and pulled through the duct work and back into the entire building. This ammonia is also significantly rusting the duct work.
   Estimated cost - $400,000.00

2. H2o System
   The existing h2o system is provided through Aqua however, the water pressure is significantly compromised with 2 garden type hoses being ran at nearly the entire day. There has been a tank purchased to assist with this process however, some of the existing water lines need replaced to increase water pressure for adequate cleaning.
   Estimated cost = $3,500.00

3. LED Lighting
   Building and Grounds would update the system within the Vermilion County Animal Regulations.
   Estimated cost = $9,000.00

Cassy Carter

23-01

From: Synthia Lane <synthialane07@gma
Sent: Monday, January 30, 2023 10:36 AM
To: Cassy Carter
Subject: **EXTERNAL** Village of Muncie - Tornado Siren Pole Estimate
Attachments: We sent you safe versions of your files; Estimate_7846 _from_R_C_Electric__Communications_INC_Tornado Siren Pole and Installation.pdf; Village of Muncie_Village Hall Improvements_Detailed Budget.pdf

Hi Cassy,

I understand the committee is meeting again next week, so I wanted to get this to you for consideration at that meeting. The VIllage of Muncie has another quote/estimate from RC Electric as part of our tornado siren project that was not included in the original estimate we had submitted. We had asked for it to be included, but it wasn't, because he didn't have pricing on it yet. We had a miscommunication and we did not realize it wasn't in the original quote or I would have noted that in my original submission.

The attached estimate is what it will cost to purchase and install the pole to mount the tornado siren. We would appreciate it if this could be presented to the board committee for consideration, as we will need a pole and installation of the pole to be able to get our tornado siren up and running.

I am also attaching the estimate I had previously included for our village hall building upgrades again, just in case you need that, or didn't get that in my previous emails, for their consideration. We would appreciate both being considered as our village hall is not up to standards in many ways, and we are anxious to make improvements to help us better serve our community.

Please let me know if I can provide any additional information.

Thanks,
Synthia

Synthia Lane
Mayor, Village of Muncie
P.O. Box 103
Muncie, IL 61857

R. C. Electric & Communications INC.
1414 S. State St.
Westville, IL 61883
217-267-7227
rcelectricinc@gmail.com

Estimate

R.C.Electric
& Communication, Inc.
1414 S State St. Westville, IL 61883
217-267-7227
FREE ESTIMATES -24 HOUR SERVICE
rcelectricandcommunications.com

ADDRESS	SHIP TO
Blake Village of Muncie 200 Main St Muncie, IL 61857	Blake Village of Muncie 200 Main St Muncie, IL 61857

ESTIMATE #	DATE	EXPIRATION DATE
7846	01/13/2023	02/28/2023

QTY	ITEM CODE	DESCRIPTION	RATE	AMOUNT
1	power pole	30 Ft Class 3 Power pole	900.00	900.00
1	power pole	Shipping for pole	1,600.00	1,600.00
1	rent	Rental for Skid steer and auger to bore hole for new pole	1,200.00	1,200.00
1	04 Concrete	Concrete and rock	300.00	300.00
240	wire	#2 wire from building up the pole to siren	6.85	1,644.00
1	box	weather proof junction box for controls on pole	425.00	425.00
6	bucket truck	bucket truck to lift siren and install electrical	125.00	750.00
38	labor	total labor for installing pole and wiring the siren as to specs provided	65.00	2,470.00
1	pvc	PVC conduit for pole and entering building	165.00	165.00

Thank you for the opportunity to bid your project.
Feel free to contact us if you have any questions.

TOTAL **$9,454.00**

Accepted By

Accepted Date

RESOLUTION

RE: CONTINUED EMERGENCY ACTION – HIGGINSVILLE ROAD REPAIR

WHEREAS, the County Board of Vermilion County has a strong interest in the safety of roads and efficient transportation for citizens; and,

WHEREAS, the road commonly referred to as the Higginsville Road has been declared unsafe by the County Engineer and was the subject of a County Board Emergency Action Resolution, 21-1001, at the September 16, 2021 Executive Committee meeting, the findings and contents of which are incorporated herein by reference and are attached as Exhibit "A" for reference; and

WHEREAS, the County has taken Emergency Action pending agreement with the Army Corp of Engineers to complete a repair to the road to ensure its continued use in a safe manner, such Agreement being attached hereto for reference as Exhibit "B"; and,

WHEREAS, it is critical that the Agreement be properly funded and the County Board endorses funding action by use of ARPA, any other emergency fund, or any County revenue sources, to fund and complete this agreement, which has been reviewed and endorsed by various County officers and is necessary to be undertaken for the public safety; and

WHEREAS, the Emergency previously declared as to this road continues and the road is a critical portion of our county highway infrastructure and must be maintained and so the Board endorsees all appropriate action to fund the repair project over a multi-year period, which over such an expected four-year period (FY 22-25) will cost an estimated $1.4 million dollars; and

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the Chairperson of the Board and the County Engineer take all reasonable steps to continue to provide a temporary repairs to the Higginsville Road to allow safe passage of vehicles until a more permanent repair may be concluded with the assistance of other State and Federal agencies as outlined in the Agreement attached and that this action by the County Board under Rule 27 previously stands as authority to continue such action accordingly and that necessary funds are appropriated to the extent necessary and unavailable through ARPA or other emergency funds outside of normal revenue streams, to fund the repairs and to expend required sums, and that the full Board be so advised of the repair status from time.

PRESENTED, APPROVED, and RESOLVED and ORDAINED by the County Board of Vermilion County, Illinois, at their February 14, 2023 meeting.

DATED, this 14th day of February, 2023, A.D.

AYE_____NAY_____ABSENT_____

____
Chairman, Vermilion County Board

ATTEST:

____
Clerk of the County Board

Ord./Resolution No. ____________

APPROVED BY Finance Personnel February 6, 2023:

Steve Miller Committee Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Bruce Stark	Y N A
Joe Eakle	Y N A
Nancy O'Kane	Y N A
Shelley McLain	Y N A
Todd Johnson	Y N A

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
VERMILION COUNTY, ILLINOIS
FOR
VERMILION COUNTY, ILLINOIS SECTION 14
EMERGENCY STREAMBANK STABILIZATION PROJECT

THIS AGREEMENT is entered into this ____ day of ______________, 2023, by and between the Department of the Army (hereinafter the "Government"), represented by the United States Army Corps of Engineers Louisville District Commander and Vermilion County, Illinois (hereinafter the "Non-Federal Sponsor"), represented by its County Board Chairman.

WITNESSETH, THAT:

WHEREAS, Section 14 of the Flood Control Act of 1946, as amended (33 U.S.C. 701r) (hereinafter "Section 14"), authorizes the Secretary to undertake construction, repair, restoration, and modification of emergency streambank and shoreline protection projects not specifically authorized by Congress to prevent damages to highways, bridge approaches, and public works, churches, hospitals, schools, and other non-profit public services;

WHEREAS, pursuant to the authority provided in Section 14, design and construction of the Vermilion County, Illinois Section 14 Emergency Streambank Stabilization Project (hereinafter the "Project", as defined in Article I.A. of this Agreement) was approved by the District Commander on November 1, 2022;

WHEREAS, the cost-sharing requirements for flood risk management as provided in Section 103 of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2213), apply to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 14 may not exceed $5,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means vegetated riprap to simultaneously armor and vegetate the degraded streambank. The plan includes re-grading the bank to a stable condition, followed by placement of an engineered mix of stone and soil. , as generally described in the Detailed Project

Report with Integrated Environmental Assessment for Continuing Authorities Program (CAP) Vermilion County, Illinois Section 14 Emergency Streambank Stabilization Project , dated November 2022 and approved by the District Commander for the Louisville District on November 1, 2022.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Government's engineering, design, and construction costs; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, if any; costs for mitigation, including monitoring and adaptive management, if applicable; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for construction, repair, restoration, relocation, or modification of the facility to be protected; operation, maintenance, repair, rehabilitation, or replacement; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "placement area improvements" means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and dewatering pumps and pipes.

G. The term "functional portion thereof" means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for the Louisville District (hereinafter the "District Commander"), although the remainder of the Project is not yet complete.

H. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander for the Great Lakes and Ohio River Division(hereinafter the "Division Commander"). To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for the Project; however, it does not include HTRW cleanup and response.

I. The term "betterment" means a difference in design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

J. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

K. The term "Federal Participation Limit" means the $5,000,000 limitation on the Government's financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute a minimum of 35 percent, up to a maximum of 50 percent, of construction costs, as follows:

1. The Non-Federal Sponsor shall pay 5 percent of construction costs.

2. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsor's estimated credits for real property interests, placement area improvements, and relocations will exceed 45 percent of construction costs, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government's cost of construction. Nothing in this provision

affects the Non-Federal Sponsor's responsibility under Article IV for the performance and costs of any HTRW cleanup and response related thereto.

3. If providing in-kind contributions as a part of it cost share, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

4. After determining the amount to meet the 5 percent required by paragraph B.1., above, for the then-current fiscal year and after considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.2. and B.3., above, the Government shall determine the estimated additional amount of funds required from the Non-Federal Sponsor to meet its minimum 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C.

312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination, and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. Such activities will generally consist of annual project inspections, inspections after water events, correcting adverse conditions at the project such as loss of constructed stone geometries, and repairing areas which have been vandalized. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner consistent with the Project's authorized purpose and in accordance with applicable Federal laws and regulations, and the Government's specific directions in the OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In addition to the ongoing, regular discussions between the parties regarding Project delivery, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

H. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing, at no cost to the Government, any additional real property interests, relocations, and placement area improvements determined by the Government to be required for construction, operation, and maintenance of such work.

J. If, after completing the design portion of the Project, the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.E.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. Prior to initiating acquisition and in accordance with Article IV.A., the Non-Federal Sponsor shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements required for construction, operation, and maintenance of the Project, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements, and provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of the Project, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, no later than 30 calendar days after the Government provides the Non-Federal Sponsor with written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's provision of real property interests, placement area improvements, or performing relocations on the Non-Federal Sponsor's behalf does not alter the Non-Federal Sponsor's responsibility under Article IV for the performance and costs of any HTRW cleanup and response related thereto.

E. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event it is discovered that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests, placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interests in accordance with paragraph C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. For each real property interest, the Non-Federal Sponsor shall obtain an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind

Memorandum of Understanding between the Government and Non-Federal Sponsor (hereinafter the "In-Kind MOU"), the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise

the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, up to a maximum of $25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of placement area improvements required for the Project. Only placement area improvements constructed after the effective date of this Agreement are eligible for credit, unless such placement area improvements were required for in-kind contributions covered by an In-Kind MOU. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide any placement area improvements required for the Project. Such costs include actual costs of constructing the improvements; planning, engineering, and design costs; and supervision and administration costs, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project. Only relocations performed after the effective date of this Agreement are eligible for credit, unless such relocations were required for in-kind contributions covered by an In-Kind MOU.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions, which may include engineering and design; construction; and supervision and administration, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed, and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind MOU; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for real property interests that were previously provided as an item of local cooperation for another Federal project or for real property interests that are part of the tract of land on which the facility or structure to be protected is located, if such tract of land was owned by either the Non-Federal Sponsor or the owner of such facility or structure on the effective date of this Agreement.

ARTICLE VI - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be $4,013,000, with the Government's share of such costs projected to be $2,608,450 and the Non-Federal Sponsor's share of such costs projected to be $1,404,550, which includes the 5 percent contribution of funds projected to be $200,650, creditable real property interests, relocations, and placement area improvements projected to be $30,000, creditable in-kind contributions projected to be $0.00, and the additional amount of funds required to meet the minimum 35 percent cost share projected to be $1,374,550. Average annual costs for operation, maintenance, repair, replacement, and rehabilitation of the Project are projected to be $1,200. Costs for betterments are projected to be $0.00. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Louisville District (H2) to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Louisville District (H2) to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund.

F. If the Government agrees to acquire or perform, as applicable, real property interests, placement area improvements, relocations, or betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount that was required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
County Board Chairman
Vermilion County, Illinois
201 North Vermilion Street, 2nd Floor
Danville, Illinois 61832

If to the Government:
District Commander
U.S. Army Corps of Engineers, Louisville District
600 Dr. Martin Luther King Jr. Place
Louisville, KY 40202

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Vermilion County, Illinois, CAP Section 14, Project Cost (fully funded), Price Level Date 29 August 2022

	FY2022	FY2023	FY2024	FY2025	TOTAL
Feasibility Study Costs*					
FED share	$ 100,000				$ 100,000
Non-FED	$ -				$ -
Design & Implementation Costs					
Design Analyses, Plans & Specs		$ 442,000			$ 442,000
Construction and Construction Management Costs			$ 3,191,000	$ 350,000	$ 3,541,000
LERRDs			$ 30,000		$ 30,000
TOTAL PROJECT COST					**$ 4,013,000**
FED share (65%)		$ 287,300	$ 2,093,650	$ 227,500	$ 2,608,450
Non-FED (35%)		$ 154,700	$ 1,127,350	$ 122,500	$ 1,404,550
Non-FED Cash**		$ 154,700	$ 1,097,350	$ 122,500	$ 1,374,550
Non-FED LERRD			$ 30,000		$ 30,000

* Feasibility cost is not included in Total Project costs

**No projected WIK

Total Project cost is $4,013,000. Cost share is 65 (Fed)/35 (Non Fed)

65% of cost is $2,608,450

35% of cost is $1,404,550 of which $30,000 is LERRDS

Remainder due in Cash $1,374,550 - Non Fed Portion

The total project cost (fully Funded) $4,013,000 which includes the total project first costs as well as escalation to the mid-point of construction

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the United States Army Corps of Engineers, Louisville District Commander.

DEPARTMENT OF THE ARMY	VERMILION COUNTY, ILLINOIS
BY: ______________________	BY: ______________________
Eric D. Crispino Colonel, U.S. Army District Commander	Larry Baughn County Board Chairman
DATE: ______________________	DATE: 1/11/2023

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Larry Baughn, Jr.
Vermilion County Board Chairperson

DATE: 1/11/2023

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, ______________________________, do hereby certify that I am the Chief Financial Officer of the Vermillion County, Illinois (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Vermillion County, Illinois Section 14 Emergency Streambank Stabilization Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Project Partnership Agreement between The Department of the Army and Vermillion County, Illinois for the Vermillion County, Illinois Section 14 Emergency Streambank Stabilization Project.

IN WITNESS WHEREOF, I have made and executed this certification this ________ day of ____________________, ________.

BY: ____

TITLE: ____

DATE: ____

Request for Amendment
Fiscal Budget
2022 - 2023

Dept: EMA

Date: 12/1/22

Account Number	Account Description	Original Appr.	Additional	To Read
001-330-00-4258	Special Circumstances	$ -0-	$56,262.48	56,262.48
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	

Narrative:

This amendment request is to cover revenue received by Vermilion County from the State of Illinois for Hazard Mitigation Grant HMGP-4489.08-P These revenues will subsequently be used to pay American Environmental Corp of Springfield who are completing the Hazard Mitigation Plan update for Vermilion County. Checks from the state will be deposited in general fund revenue and the county will pay American Environmental through this Line item.

Department Head: Russell Rudol

Form: G400156.PMD

Date: 02/01/2021

ORDINANCE

RE: EMA Budget Amendment to Receive Revenue

WHEREAS, the Vermilion County, Illinois Emergency Management Agency ("EMA") has received revenue from the State of Illinois for a Hazard Mitigation Grant; and,

WHEREAS, the funds received will be used to pay for a required Hazard Mitigation Plan update being processed by the American Environmental Group of Springfield; and,

WHEREAS, such an update is required to allow all participating units of government in the County to apply for and receive EMA grants from the State of Illinois and so serves the needs of multiple jurisdictions; and,

WHEREAS, this receipt of revenue was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2022-2023 to add the amounts as set out below:

001.330.00.4238 Special Circumstances $56,262.48

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the February 14, 2023 A.D. Session.

DATED this 14th day of February 14, 2023 A.D.

AYE ______ NAY ______ ABSTAIN ______ Ordinance No.______________

____
Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

____
Cathy Jenkins, Clerk of the County Board

Approved by Finance Personnel Committee: 2/6/23

Steven Miller Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Bruce Stark	Y N A
Joe Eakle	Y N A
Shelley McLain	Y N A
Todd Johnson	Y N A
Nancy O'Kane	Y N A

Request for Amendment
Fiscal Budget
2022 - 2023

Dept: 004.470 Mental Health

Date: 01.23.23

Account Number	Account Description	Original Appr.	Additional	To Read
004.470.00.4273	First Aid Training	$ 0	$ 18,247	$18,247.00
		$	$	
004.470.00.4361	Contractual/Prof Servies	$ 730,845	$ 24,362	$755,207.00
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	

Narrative:

This is moving unused money donated from Gibson Hospital for Mental Health Training from FY2022 into the current FY2023.

This is moving remaining unused funds from FY2022 into current FY2023.

Department Head: Jim Russell

Approved By:

______ Committee

Chairman

Dated:

Finance Committee

Chairman

Dated:

Form: G400156.PMD

Date: 10/09/2003

ORDINANCE

RE: 708 Community Mental Health Board Budget Amendment

WHEREAS, the Vermilion County 708 Community Mental Health Board ("Mental Health Board") has funds donated from Gibson Hospital for mental health training; and,

WHEREAS, the funds received were noted in the FY 2022 budget and the remaining funds must now be recognized in the FY 2023 budget year for bookkeeping purposes; and,

WHEREAS, such an update is required to allow expending of funds in the current budget year; and,

WHEREAS, this was not sufficiently certain, feasible, or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2022-2023 to add the amounts as set out below:

004.470.00.4273	**First Aid Training**	**$18,247.00**
004.470.00.4361	**Contractual/Prof. Services**	**$24,362.00**

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the February 14, 2023 A.D. Session.

DATED this 14th day of February 14, 2023 A.D.

AYE ______ NAY ______ ABSTAIN ______ Ordinance No.________________

____
Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

____
Cathy Jenkins, Clerk of the County Board

Approved by Finance Personnel Committee: 2/6/23

Steven Miller Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Bruce Stark	Y N A
Joe Eakle	Y N A
Shelley McLain	Y N A
Todd Johnson	Y N A
Nancy O'Kane	Y N A

Request for Amendment
Fiscal Budget
2022 - 2023

Dept: Health Insurance

Date: 01.23.23

Account Number	Account Description	Original Appr.	Additional	To Read
091.966.00.4155	Health Insurance	$ 0	$ 9,500	$9,500.00
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	

Narrative:
The Health Insurance amount is estimated for each department each year at the beginning of the year. Due to the changes in employees of the changes of the employee's benefits, the following amendment is required.

Department Head:

Approved By:

Committee

Chairman

Finance Committee

Chairman

Dated:

Dated:

Form: G400156.PMD

Date: 10/09/2003

ORDINANCE

RE: Health Insurance Budget Amendment

WHEREAS, the Vermilion County Board estimates the amount of insurance funding required for each department at the beginning of the budget year; and,

WHEREAS, the funds occasionally need to be adjusted due to changes in employees and selected insurance coverage by employees; and,

WHEREAS, this was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2022-2023 to add the amounts as set out below:

091.996.00.4155 Health Insurance $9,500.00

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the February 14, 2023 A.D. Session.

DATED this 14th day of February 14, 2023 A.D.

AYE ______ NAY ______ ABSTAIN ______ Ordinance No.______________

____
Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

____
Cathy Jenkins, Clerk of the County Board

Approved by Finance Personnel Committee: 2/6/23

Steven Miller Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Bruce Stark	Y N A
Joe Eakle	Y N A
Shelley McLain	Y N A
Todd Johnson	Y N A
Nancy O'Kane	Y N A

Request for Amendment
Fiscal Budget
2022 - 2023

Dept: General Fund

Date: 01.27.23

Account Number	Account Description	Original Appr.	Additional	To Read
001.101.00.3324	Grant Funds	$ 0.00	$ 88,058.31	$88,058.31
		$	$	
001.168.00.4282	Contractual/Courthouse	$ 0.00	$ 88,058.31	$88,050.31
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	

Narrative:
This is for the Judge's Grant that was awarded on 01.26.2023. This is amending the 2023FY budget to reflect this additional revenue and also reflecting in the expense line, so that the money used for additional technology in the Courthouse.

Department Head:

Approved By:

Committee

Chairman

Finance Committee

Chairman

Dated:

Dated:

Form: G400156.PMD

Date: 10/09/2003

ORDINANCE

RE: General Fund Budget Amendment – Court Technology Grant

WHEREAS, the Vermilion County Court system was awarded a grant on 1/26/23 for courthouse technology improvement through the efforts of the Judges and the County Technology Department; and,

WHEREAS, the funds received need to be recognized in the General Fund and placed in appropriate lines for expending the funds; and,

WHEREAS, this was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2022-2023 to add the amounts as set out below:

001.101.00.3324	**Grant Funds**	**$88,058.31**
001.168.00.4282	**Contractual/Courthouse**	**$88,058.31**

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the February 14, 2023 A.D. Session.

DATED this 14th day of February 14, 2023 A.D.

AYE _______ NAY _______ ABSTAIN _______ Ordinance No.________________

____
Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

____
Cathy Jenkins, Clerk of the County Board

Approved by Finance Personnel Committee: 2/6/23

Steven Miller Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Bruce Stark	Y N A
Joe Eakle	Y N A
Shelley McLain	Y N A
Todd Johnson	Y N A
Nancy O'Kane	Y N A

ORDINANCE

RE: ABATING ANNUAL TAX LEVY – JAIL EXPANSION AND JUVENILE DETENTION CENTER PROJECTS - $544,115.00

WHEREAS, the County Board of Vermilion County, Illinois in adopting its 2022-2023 Annual Budget and Appropriation Ordinance estimated at least $544,115.00 in revenue from the one quarter percent public safety tax; and,

WHEREAS, it is the desire of the County Board of Vermilion County, Illinois to expend sales tax dollars anticipated to be received in lieu of levying taxes to pay for the bond payment associated with the improvements at the Public Safety Building and Juvenile Detention Center; and,

WHEREAS, the County Board in its budget as passed indicated the intent to both levy but then to abate the levy of $544,115.00 provided that sales tax revenues were sufficient to cover the costs of said bonds.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County, Illinois, that the County 2022-2023 Annual Tax Levy Ordinance is hereby abated by the amount of $544,115.00 from the levy for the Public Safety Jail Expansion and Juvenile Detention Center Project and the refinancing of the outstanding bonds and the County Treasurer, County Clerk, and any other County official required to accomplish said abatement, shall take such actions so as to accomplish the same.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the February 14, 2023 A.D. Session.

DATED this 14th day of February 14 2023 A.D.

AYE ______ NAY ______ ABSTAIN ______ Ordinance No.______________

____
Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

____
Cathy Jenkins, Clerk of the County Board

Approved by Finance Personnel Committee: 2/6/23

Steven Miller Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Bruce Stark	Y N A
Joe Eakle	Y N A
Shelley McLain	Y N A
Todd Johnson	Y N A
Nancy O'Kane	Y N A