

**(COUNTY OF VERMILION)**  
**AGENDA**

1. Call to Order
2. Invocation/Moment of Silence- Jim Russell
3. Pledge of Allegiance
4. Roll call – Members Present and Roll Call for Attendance via Telephone
5. Adoption or Amendment of Agenda
6. Approval of minutes
7. Report on Claims-Report on Claims- January
8. Raffle/Poker Run Application List- January
9. Audience Comments
10. **Executive & Legislation (Baughn)**
  - A. Resolution: RE: Collection of Delinquent Taxes
  - B. Resolution of Vermilion County Multi-Jurisdictional Multi-Hazard Mitigation Plan
11. **Finance/Personnel (Miller)**
  - A. Financial Update
  - B. ARPA Update
  - C. Approval of County authorizing Centrica to work with the delegated Vermilion County staff to satisfy County Procurement through registering as a member of TIPS (The Interlocal Purchasing System)
  - D. Deliberate and act on selecting Centrica Business Solutions (CBSS), a qualified vendor referenced in the RFQ administered by TIPS through the Energy Saving Performance Contracting TIPS contract #220104 as the most highly qualified TIPS vendor for the Member’s purposes, and authorize the Chairman of the County Board to execute a Project Development Agreement with Centrica Business Solutions (CBSS) pending registration acceptance of TIPS membership
  - E. Approval: Contractual Retainer of Reifsteck Wakefield Fanning & Company
12. **Transportation (Eakle)**
  - A. MFT Township Fund 061, Resolutions Low Bid Aggregate Awards, Letting of January 24, 2024
13. **Executive Sessions:**
  - A. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2.06**  
To determine whether or not to release minutes from executive sessions of the County Board.
  - B. **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.
  - C. **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.
  - D. **Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (6)**  
the setting of a price for sale or lease of property owned by the public body.
  - E. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (11)**  
Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
14. **Chairman’s Comments/Items of Information**
  - A. February Birthdays: Todd Johnson and Greg Shepard
  - B. Committee Chairperson’s Comments (Baughn, Golden, Miller, Green, McFadden, Eakle, & Walls

C. Board Member Comments

15. **APPOINTMENTS FOR FEBRUARY 2024**

The following appointment is for **Dougherty Cemetery Board**

Resigned: Jody Baird; 2620 Greenleaf Road, Farmer City, IL 61842

**Appointment: Penny Hanson; 104 W. Bowman St., Fairmount, IL 61841**

Remaining Term: 02/13/2024-05/2026

The following appointment is for **Dougherty Cemetery Board**

Resigned: Gail Voorhees; 1406 Dove Ave, St. Joseph, IL 61873

**Appointment: Mike Hanson; 104 W. Bowman St., Fairmount, IL 61841**

Remaining Term: 02/13/2024-05/2026

The following appointment is for **Union Drainage District #1-#11002 (Homer & Sidell)**

Resigned: Randy Allen; 735 CR 2800 East; Homer, IL 61849

**Appointment: Ginger Reed; 9233 Vermilion W. Rd., Homer, IL 61849**

Remaining Term: 02/13/2024-09/2024

The following appointment is for **Vermilion County Health Department**

Deceased: Bob Jones; 1205 E. Main St., Danville, IL 61832

**Appointment: Stephen E. Laker; 17662 N. 1000 E. Rd., Oakwood, IL 61858**

Remaining Term: 02/13/2024-11/2026

The following appointment is for **Vermilion County Mental Health**

Term Expired: Cheryl Rotramel; 15712 Boat Club Rd, Danville, IL 61832

**Appointment: Brittany Morris; 15 Country Club Rd, Danville, IL 61832**

Term: 02/13/2024-12/2026

16. Adjourn to Tuesday **March 12, 2024 @ 6 PM-** At the Joseph G. Cannon Building located at 201 N. Vermilion Street

STATE OF ILLINOIS     )  
                                  ) SS:  
COUNTY OF VERMILION )

VERMILION COUNTY BOARD  
December 12, 2023  
6:00 P.M.

**MINUTES**

The County Board of Vermilion County, State of Illinois met in the Joseph G. Cannon Building in the City of Danville, Vermilion County, Illinois on the 12<sup>th</sup> day of December, 2023. The meeting was called to order at 6:00 p.m.

Upon call of the roll, 17 were present, 10 were absent.

Invocation/Moment of silence: Jim Russell

Pledge of Allegiance led by: Larry Baughn

Attest: Cathy Jenkins, County Clerk

Chairman Baughn in the Chair

**ADOPTION OR AMENDMENT TO THE AGENDA**

Chairman Baughn entertained a motion to approve as presented. Motion made by Steinbaugh. Seconded by Lamar. No discussion. Motion carried by acclamation.

**APPROVAL OF MINUTES**

Chairman Baughn entertained a motion to approve as presented. Motion made by Henderson. Seconded by Bird. No discussion. Motion carried by acclamation.

**REPORT ON CLAIMS (NOVEMBER)**

Chairman Baughn entertained a motion to dispense with the reading of the Report on Claims and place on file. Motion made by Steinbaugh. Seconded by Butler. No discussion.

Upon call of the roll, 17 voted yes, 10 were absent. Motion carried.

The following members voted yea, to-wit: Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahan, Miller, O’Kane, Stark, Steinbaugh, Weller, Wright, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, McLain, Ryan, Shepard, Walls, and Weaver.



# Expense Budget Performance Report

Date Range 11/01/23 - 11/30/23  
 Include Rollup Account and Rollup to Base Account

Current Month

Account	Account Description	Transactions
Fund 001 - GENERAL FUND		
Department 110 - County Board		
Project 00 - General		
Fund 001 - GENERAL FUND Totals		\$1,256,570.72
Fund 002 - IMRF FUND		
Department 197 - IMRF		
Project 00 - General		
Fund 002 - IMRF FUND Totals		\$38,510.07
Fund 003 - VERMILION CO HEALTH		
Department 445 - Health Department		
Project 00 - General		
Fund 003 - VERMILION CO HEALTH		\$125,399.51
Fund 004 - MENTAL HEALTH 708 FUND		
Department 470 - Mental Health		
Project 00 - General		
Fund 004 - MENTAL HEALTH 708 FUND Totals		\$14,883.08
Fund 005 - LIABILITY INSURANCE FUND		
Department 198 - Liability Insurance		
Project 00 - General		
Fund 005 - LIABILITY INSURANCE FUND Totals		\$25,869.80
Fund 006 - PSB RENT FUND		
Department 340 - PSB		
Project 00 - General		
Fund 006 - PSB RENT FUND Totals		\$1,058,571.51
Fund 007 - COUNTY HIGHWAY FUND		
Department 810 - County Highway		
Project 00 - General		
Fund 007 - COUNTY HIGHWAY FUND Totals		\$95,401.26
Fund 009 - LAW ENFORCEMENT FUND		
Department 315 - Law Enforcement		
Project 00 - General		
Fund 009 - LAW ENFORCEMENT FUND Totals		\$146,377.41
Fund 011 - ANIMAL CONTROL FUND		
Department 440 - Animal Control		
Project 00 - General		
Fund 011 - ANIMAL CONTROL FUND Totals		\$8,603.66
Fund 012 - VETERANS ASSISTANCE		
Department 125 - Veterans Assistance		
Project 00 - General		
Fund 012 - VETERANS ASSISTANCE		\$8,714.03
Fund 013 - GIS AUTOMATION FUND		
Department 131 - GIS Automation Fund		
Project 00 - General		
Fund 013 - GIS AUTOMATION FUND Totals		\$13,070.00
Fund 014 - PROBATION SERVICE FUND		
Department 231 - Probation Service		
Project 00 - General		
Fund 014 - PROBATION SERVICE FUND Totals		\$1,857.03
Fund 015 - COUNTY CLERK VITAL RECORDS		
Department 511 - County Clerk Vital Records		
Project 00 - General		
Fund 015 - COUNTY CLERK VITAL RECORDS		\$1,192.50
Fund 019 - FICA (SOCIAL SECURITY)		
Department 196 - FICA		
Project 00 - General		
Fund 019 - FICA (SOCIAL SECURITY) Totals		\$118,135.18
Fund 022 - STATE'S ATTY AUTOMATION		
Department 220 - States Attorney		
Project 00 - General		
Fund 022 - STATE'S ATTY AUTOMATION Totals		\$25.49
Fund 035 - CORONER'S AUTOMATION		
Department 350 - Coroner		
Project 00 - General		





## Expense Budget Performance Report

Date Range 11/01/23 - 11/30/23

Include Rollup Account and Rollup to Base Account

Fund 035 - CORONER'S AUTOMATION Totals	\$1,203.98
Fund 062 - COUNTY BRIDGE FUND	
Department 850 - County Bridge	
Project 00 - General	
Fund 062 - COUNTY BRIDGE FUND Totals	\$13,637.77
Fund 063 - LAW LIBRARY FUND	
Department 950 - Law Library	
Project 00 - General	
Fund 063 - LAW LIBRARY FUND Totals	\$1,748.42
Fund 066 - VC SOLID WASTE MANAGEMENT	
Department 660 - VC Solid Waste	
Project 00 - General	
Fund 066 - VC SOLID WASTE MANAGEMENT Totals	\$27,875.07
Fund 071 - TRAFFIC FEE FUND	
Department 958 - Court Support	
Project 00 - General	
Fund 071 - TRAFFIC FEE FUND Totals	\$749.00
Fund 074 - COURT AUTOMATION FUND	
Department 961 - Court Automation	
Project 00 - General	
Fund 074 - COURT AUTOMATION FUND Totals	\$620.97
Fund 075 - COURT SECURITY FEE FUND	
Department 962 - Court Security Fee	
Project 00 - General	
Fund 075 - COURT SECURITY FEE FUND Totals	\$10,204.24
Fund 076 - RECORDER SPECIAL FUND	
Department 963 - Recorder Special Account	
Project 00 - General	
Fund 076 - RECORDER SPECIAL FUND Totals	\$3,204.28
Fund 078 - CIRCUIT CLERK OPER & ADMIN	
Department 178 - Circuit Clerk Oper & Admin	
Project 00 - General	
Fund 078 - CIRCUIT CLERK OPER & ADMIN Totals	\$244.83
Fund 079 - COURT DOCUMENT STORAGE FUND	
Department 967 - Court Document Storage	
Project 00 - General	
Fund 079 - COURT DOCUMENT STORAGE FUND Totals	\$3,869.60
Fund 080 - DRUG COURT FEE FUND	
Department 880 - Operations	
Project 00 - General	
Fund 080 - DRUG COURT FEE FUND Totals	\$34.00
Fund 081 - VC ELECTRONIC MONITOR	
Department 881 - VC Electronic Monitor	
Project 00 - General	
Fund 081 - VC ELECTRONIC MONITOR Totals	\$3,059.50
Fund 088 - TREASURER AUTOMATION FUND	
Department 965 - Treasurer Automation	
Project 00 - General	
Fund 088 - TREASURER AUTOMATION FUND Totals	\$11,621.28
Fund 099 - VC MEG/EXP MULTI-JUR NARC	
Department 998 - MEG Grant	
Project 00 - General	
Fund 099 - VC MEG/EXP MULTI-JUR NARC Totals	\$56,208.36
Grand Totals	\$3,047,462.55

**RAFFLE/POKER RUN APPLICATION LIST (NOVEMBER)**

Chairman Baughn entertained a motion to dispense with the list and place it on file. Moved by Bird. Seconded by Henderson. No discussion. Motion carried by acclamation.

**DECLARING A VACANCY-SHELLEY MCLAIN**

Vacancy declared for Shelley McLain.

**REPORT OF COMMITTEE ON COMMITTEES**

Mr. Miller presented changes to the committee on committees. Mr. McMahon appointed to the Finance and Public Safety Committees. Mr. Henderson appointed to the Finance Committee, and Crisi Walls appointed Chair of Tax & Elections.

Chairman Baughn entertained a motion to approve changes made to committee on committees. Motion was made by Miller. Seconded by Hawker. No discussion. Motion carried by acclamation.

**AUDIENCE COMMENTS**

Mr. Cronkhite's comments attached below.

County Board Dec 12, 2023

FILED

DEC 12 2023

WHAT HAPPENED?!

*Christina Johnson*  
COUNTY CLERK  
SPRINGFIELD, ILL.

This must be what dating a bipolar person is like. October's meeting was incredible, one of the best ever. And then November... What was that?! Did you all take a valium, did you get a call and were told something, maybe a perk in government somewhere, or some tidbits for the re-election kitty, over medicated??

What ever it was, it was so brutally-abrupt that I'm still trying to recover. No one asked any question of any kind, to the folks they had grilled the month before?! And of course the ignorant peasants in the gallery don't matter, because you're the ruling arbiters of truth.

Oh! Oh!! I know!... You all went to the second public meeting, organized by the petitioning companies, asking all your questions there, which helped others from the community formulate their own questions. A true community gathering and informational exchange - or - was it a controlled sell? Either way... **who** here... attended?

There was one brave soul among you that attempted to insert some sanity into the subject, by proposing a biannual inspection. A motion, body-slammed by the other members, raising serious questions as to why? Since it probably would not have cost anything extra on our part. It's about then... we got a faint whiff of something afoul.

A critical question never asked... "What is the **manufacturers** recommended inspection cycle?" Not Theirs!. And what about forever chemicals?.

Ronald Reagan once said: "I must be doing something right, everyone's mad at me."

With that logic I must be on target, as board members ~~don't~~ want to talk to me, the States Attorney makes eye gestures when I'm talking and the Sheriff ~~walks over~~ look at me.

*APPARENTLY*

*ARE HESITANT*

*FINDS IT HARD TO*

## County Board Dec 12, 2023

We have to assume it's because of my outing of the Brotherhood in their betrayal of Vermilions, in making sure Vermilion County formed a contract with the Chicago Machine, denying our County's Constitutional Rights.

As for Legal Eagles. It does not mater who you are or where you come from. If you're a lawyer, working in the state of Illinois to further the Renewable scam that guarantees unaffordable and unreliable power, then you're a Pritzker Legal Eagle on his B team.

A team backed by our US Congressman, who last week blocked the release of flight logs, listing powerful elite white men, who were flown regularly to an secret island of children. A politician, enthusiastically supporting the ongoing occult mass-genocide of children in the Middle East.

Wake up folks, the shows almost over, just a little more secret society treachery, elimination of more citizen rights and the monitoring of everything that everyone does and you'll have the perfect authoritarian state.

Where Klaus Schwab and the World Economic Forum have repeatedly stated that by 2030 you will own nothing, go nowhere, eat bugs and be happy - or be moved on to the next phase of your life.

Arthur Cronkhite

**EXECUTIVE & LEGISLATION (BAUGHN)**

**RESOLUTION #23-1201: RE: COLLECTION OF DELINQUENT TAXES**

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Bird. Seconded by Lamar. No discussion.

Upon call of the roll, 15 voted yes, 1 voted no, 1 abstention, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Stark, Steinbaugh, Weller, Wright, Bird, Butler, Green, Henderson, Jackson, Johnson, Lamar, McFadden, McMahon, Miller, and Chairman Baughn.

The following members voted nay, to-wit: O’Kane.

The following members abstained, to-wit: Hawker.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**RESOLUTION #23-1202: RE: STATE’S ATTORNEY APPELLATE PROSECUTOR OPERATIONS**

Chairman Baughn entertained a motion to approve. Motion made by Hawker. Seconded by Henderson. State’s Attorney Lacy made discussion.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Stark, Steinbaugh, Weller, Wright, Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahon, Miller, O’Kane, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**FINANCE (MILLER)**

**FINANCIAL UPDATE**

Mr. Miller gave a brief financial and ARPA update.

**ORDINANCE #23-1203: RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE VERMILION COUNTY, PUBLIC DEFENDER DEPARTMENT-OUT OF CATEGORY TRANSFER-\$500.00**

Mr. Miller moved to dispense with the reading and approve as presented. Seconded by Henderson. No discussion.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Stark, Steinbaugh, Weller, Wright, Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahon, Miller, O’Kane, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**ORDINANCE #23-1204: RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE VERMILION COUNTY, REGIONAL OFFICE OF EDUCATION-OUT OF CATEGORY TRANSFERS-\$5,512.00**

Mr. Miller moved to dispense with the reading and approve as presented.  
Seconded by Henderson. No discussion.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Steinbaugh, Weller, Wright, Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahan, Miller, O'Kane, Stark, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**ORDINANCE #23-1205: RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE VERMILION COUNTY, EMA DEPARTMENT-\$11,728.09 (FROM FY 2023-FY 2024)**

Mr. Miller moved to dispense with the reading and approve as presented.  
Seconded by Henderson. No discussion.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Weller, Wright, Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahan, Miller, O'Kane, Stark, Steinbaugh, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**ORDINANCE #23-1206: RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR THE HEALTH INSURANCE LINES-\$24,000.00**

Mr. Miller moved to dispense with the reading and approve as presented.  
Seconded by Henderson. No discussion.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Weller, Wright, Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahan, Miller, O'Kane, Stark, Steinbaugh, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**TRANSPORTATION (BAUGHN)**

**ORDINANCE #23-1207: RE: COUNTY MAINTENANCE RESOLUTION**

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Steinbaugh. Seconded by Lamar. No discussion.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Wright, Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahan, Miller, O'Kane, Stark, Steinbaugh, Weller, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

**RESOLUTION #23-1208: COUNTY BRIDGE FUND 062, RESOLUTION PILOT TWP., SECTION 23-15151-00-DR.** Purpose: Resolution to assist Pilot Township with the replacement of crossroad culvert on 2350n. petition and location map are attached.

Upon call of the roll, 17 voted yes, 9 absent, and 1 vacancy. Motion carried.

The following members voted yea, to-wit: Bird, Butler, Green, Hawker, Henderson, Jackson, Johnson, Lamar, McFadden, McMahon, Miller, O'Kane, Stark, Steinbaugh, Weller, Wright, and Chairman Baughn.

The following members were absent, to-wit: Boyd, Eakle, Golden, Hoag, Mackiewicz, Ryan, Shepard, Walls, and Weaver.

### **EXECUTIVE SESSIONS**

Chairman Baughn stated there is no need for Executive Sessions.

### **CHAIRMAN'S COMMENTS/ITEMS OF INFORMATION**

December Birthdays: Craig Golden, Nancy O'Kane, Billy Ryan, and Mark Steinbaugh

Committee Chairperson's Comments: Baughn-will meet in January, Golden-nothing to report, Miller-will meet, Green-will meet, McFadden-nothing to report, Bird-nothing to report, Eakle-will meet, and Walls-nothing to report.

Board Member Comments: Mr. McMahon handed out pens to the County Board Members, spoke about Mr. Bruce Stark, and mentioned the fantastic job the State's Attorney and Sherrif are doing. Chairman Baughn gave an update on the annex building and CRIS transportation.

### **DECLARING A VACANCY-JOEL BIRD**

Vacancy declared for Joel Bird.

### **APPOINTMENTS FOR DECEMBER 2023**

Motion to approve the appointments as presented made by Hawker.  
Seconded by Butler. Motion carried by acclamation.

The following appointment is for **Vermilion County 911 Board**  
Term Expired: Ted Fisher; 123 Marlowe Rd., Danville, IL 61832  
**Reappointment: Ted Fisher; 123 Marlowe Rd., Danville, IL 61832**  
Term: 12/12/2023-12/2026

The following appointment is for **Vermilion County 911 Board**  
Term Expired: Charles Nesbitt; PO Box 454, Catlin, IL 61817  
**Reappointment: Charles Nesbitt; PO Box 454, Catlin, IL 61817**  
Term: 12/12/2023-12/2026

The following appointment is for **Vermilion County 911 Board**  
Term Expired: Becky Stark; 7 Oaklawn Court, Danville, IL 61832

**Reappointment: Becky Stark; 7 Oaklawn Court, Danville, IL 61832**

Term: 12/12/2023-12/2026

**ADJOURNMENT**

The meeting adjourned at 6:32 p.m. to Tuesday January 9<sup>th</sup>, 2024, 6 P.M.-Joseph G. Cannon building located at 201 N. Vermilion Street.

Cathy Jenkins, Vermilion County Clerk





# Expense Budget Performance Report

Date Range 01/01/24 - 01/31/24  
 Include Rollup Account and Rollup to Base  
 Current Month

Account	Account Description	Transactions
Fund <b>001 - GENERAL FUND</b>		
Department <b>110 - County Board</b>		
Project <b>00 - General</b>		
Fund <b>001 - GENERAL FUND</b> Totals		\$4,055,710.12
Fund <b>002 - IMRF FUND</b>		
Department <b>197 - IMRF</b>		
Project <b>00 - General</b>		
Fund <b>002 - IMRF FUND</b> Totals		\$79,692.92
Fund <b>003 - VERMILION CO HEALTH</b>		
Department <b>445 - Health Department</b>		
Project <b>00 - General</b>		
Fund <b>003 - VERMILION CO HEALTH</b>		\$149,810.76
Fund <b>004 - MENTAL HEALTH 708 FUND</b>		
Department <b>470 - Mental Health</b>		
Project <b>00 - General</b>		
Fund <b>004 - MENTAL HEALTH 708 FUND</b>		\$128,064.05
Fund <b>005 - LIABILITY INSURANCE FUND</b>		
Department <b>198 - Liability Insurance</b>		
Project <b>00 - General</b>		
Fund <b>005 - LIABILITY INSURANCE FUND</b>		\$111,047.00
Fund <b>006 - PSB RENT FUND</b>		
Department <b>340 - PSB</b>		
Project <b>00 - General</b>		
Fund <b>006 - PSB RENT FUND</b> Totals		\$489,080.73
Fund <b>007 - COUNTY HIGHWAY FUND</b>		
Department <b>810 - County Highway</b>		
Project <b>00 - General</b>		
Fund <b>007 - COUNTY HIGHWAY FUND</b> Totals		\$104,348.77
Fund <b>009 - LAW ENFORCEMENT FUND</b>		
Department <b>315 - Law Enforcement</b>		
Project <b>00 - General</b>		
Fund <b>009 - LAW ENFORCEMENT FUND</b>		\$18,597.99
Fund <b>011 - ANIMAL CONTROL FUND</b>		
Department <b>440 - Animal Control</b>		
Project <b>00 - General</b>		
Fund <b>011 - ANIMAL CONTROL FUND</b> Totals		\$101,067.69
Fund <b>012 - VETERANS ASSISTANCE</b>		
Department <b>125 - Veterans Assistance</b>		
Project <b>00 - General</b>		
Fund <b>012 - VETERANS ASSISTANCE</b>		\$11,856.79



# Expense Budget Performance Report

Date Range 01/01/24 - 01/31/24  
Include Rollup Account and Rollup to Base

Fund <b>013 - GIS AUTOMATION FUND</b>	
Department <b>131 - GIS Automation Fund</b>	
Project <b>00 - General</b>	
Fund <b>013 - GIS AUTOMATION FUND Totals</b>	\$7,810.00
Fund <b>014 - PROBATION SERVICE FUND</b>	
Department <b>231 - Probation Service</b>	
Project <b>00 - General</b>	
Fund <b>014 - PROBATION SERVICE FUND</b>	\$11,230.24
Fund <b>015 - COUNTY CLERK VITAL</b>	
Department <b>511 - County Clerk Vital</b>	
Project <b>00 - General</b>	
Fund <b>015 - COUNTY CLERK VITAL</b>	\$1,241.47
Fund <b>019 - FICA (SOCIAL SECURITY)</b>	
Department <b>196 - FICA</b>	
Project <b>00 - General</b>	
Fund <b>019 - FICA (SOCIAL SECURITY)</b>	\$125,103.85
Fund <b>035 - CORONER'S AUTOMATION</b>	
Department <b>350 - Coroner</b>	
Project <b>00 - General</b>	
Fund <b>035 - CORONER'S AUTOMATION</b>	\$209.62
Fund <b>042 - NORTH FORK SPEC SERV AREA</b>	
Department <b>665 - North Fork Spec Serv</b>	
Project <b>00 - General</b>	
Fund <b>042 - NORTH FORK SPEC SERV AREA</b>	\$42,287.66
Fund <b>043 - NORTH FORK SPEC SERV AREA</b>	
Department <b>666 - North Fork Spec Serv</b>	
Project <b>00 - General</b>	
Fund <b>043 - NORTH FORK SPEC SERV AREA</b>	\$15,934.48
Fund <b>044 - NORTH FORK SPEC SERV AREA</b>	
Department <b>667 - North Fork Spec Serv</b>	
Project <b>00 - General</b>	
Fund <b>044 - NORTH FORK SPEC SERV AREA</b>	\$3,064.33
Fund <b>062 - COUNTY BRIDGE FUND</b>	
Department <b>850 - County Bridge</b>	
Project <b>00 - General</b>	
Fund <b>062 - COUNTY BRIDGE FUND Totals</b>	\$28,412.19
Fund <b>063 - LAW LIBRARY FUND</b>	
Department <b>950 - Law Library</b>	
Project <b>00 - General</b>	
Fund <b>063 - LAW LIBRARY FUND Totals</b>	\$1,802.14
Fund <b>066 - VC SOLID WASTE</b>	
Department <b>660 - VC Solid Waste</b>	
Project <b>00 - General</b>	
Fund <b>066 - VC SOLID WASTE</b>	\$12,635.50



# Expense Budget Performance Report

Date Range 01/01/24 - 01/31/24  
Include Rollup Account and Rollup to Base

Fund <b>071 - TRAFFIC FEE FUND</b>	
Department <b>958 - Court Support</b>	
Project <b>00 - General</b>	
Fund <b>071 - TRAFFIC FEE FUND</b> Totals	\$401.42
Fund <b>074 - COURT AUTOMATION FUND</b>	
Department <b>961 - Court Automation</b>	
Project <b>00 - General</b>	
Fund <b>074 - COURT AUTOMATION FUND</b>	\$16,611.33
Fund <b>075 - COURT SECURITY FEE FUND</b>	
Department <b>962 - Court Security Fee</b>	
Project <b>00 - General</b>	
Fund <b>075 - COURT SECURITY FEE FUND</b>	\$18,064.84
Fund <b>076 - RECORDER SPECIAL FUND</b>	
Department <b>963 - Recorder Special</b>	
Project <b>00 - General</b>	
Fund <b>076 - RECORDER SPECIAL FUND</b>	\$3,829.40
Fund <b>078 - CIRCUIT CLERK OPER &amp;</b>	
Department <b>178 - Circuit Clerk Oper &amp;</b>	
Project <b>00 - General</b>	
Fund <b>078 - CIRCUIT CLERK OPER &amp;</b>	\$613.71
Fund <b>079 - COURT DOCUMENT STORAGE</b>	
Department <b>967 - Court Document</b>	
Project <b>00 - General</b>	
Fund <b>079 - COURT DOCUMENT STORAGE</b>	\$3,773.12
Fund <b>080 - DRUG COURT FEE FUND</b>	
Department <b>880 - Operations</b>	
Project <b>00 - General</b>	
Fund <b>080 - DRUG COURT FEE FUND</b> Totals	\$1,131.60
Fund <b>081 - VC ELECTRONIC MONITOR</b>	
Department <b>881 - VC Electronic Monitor</b>	
Project <b>00 - General</b>	
Fund <b>081 - VC ELECTRONIC MONITOR</b>	\$155.00
Fund <b>082 - Public Defender Court Fund</b>	
Department <b>182 - Public Defender Court</b>	
Project <b>00 - General</b>	
Fund <b>082 - Public Defender Court Fund</b>	\$67,239.35
Fund <b>088 - TREASURER AUTOMATION</b>	
Department <b>965 - Treasurer Automation</b>	
Project <b>00 - General</b>	
Fund <b>088 - TREASURER AUTOMATION</b>	\$34.00
Fund <b>091 - CHILD SUPPORT/MAINT</b>	
Department <b>966 - Child Support &amp;</b>	
Project <b>00 - General</b>	
Fund <b>091 - CHILD SUPPORT/MAINT</b> Totals	\$4,403.24



# Expense Budget Performance Report

Date Range 01/01/24 - 01/31/24

Include Rollup Account and Rollup to Base

Fund **097 - VICTIM WITNESS/ATTY**

Department **999 - Victim Witness**

Project **00 - General**

Fund **097 - VICTIM WITNESS/ATTY**

---

\$4,043.88

Grand Totals

---

---

\$5,619,309.19



RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/Sec of State	Agent	Misc/Overpmt	Treasurer
02-24-001	1223001Z	SAL	RICHARD E. TREADWAY, JR	23-22-200-018	800.00	45.04	0.00	50.00	450.00	0.00	254.96
				OFF PERRYVILLE RD. DANVILLE, IL							
02-24-002	1223356D	SAL	JAMES L. SHAW	23-19-250-066	1,464.00	72.18	14.00	50.00	450.00	0.00	877.82
				403 CRESTWOOD AVE. TILTON, IL 61833							
Totals					\$2,264.00	\$117.22	\$14.00	\$100.00	\$900.00	\$0.00	\$1,132.78
								Clerk Fees		\$117.22	
								Recorder/Sec of State Fees		\$100.00	
								Total to County		\$1,350.00	

Committee Members

**RESOLUTION**



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

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

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-22-200-018

As described in certificate(s) : 2018-01173 sold November 2019

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

WHEREAS, Richard E. Treadway, Jr, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$254.96 as a return for its certificate(s) of purchase. The County Clerk shall receive \$45.04 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$254.96 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN



# RESOLUTION



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

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

DANVILLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-19-250-066

As described in certificate(s) : 2019-00886 sold February 2021

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

WHEREAS, James L. Shaw, has bid \$1,464.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$877.82 as a return for its certificate(s) of purchase. The County Clerk shall receive \$72.18 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$14.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,464.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$877.82 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN



Vermilion County, Illinois

Resolution No. \_\_\_\_\_

A Resolution of Vermilion County adopting the  
2023 Vermilion County Multi-Jurisdictional Multi-Hazard Mitigation Plan

WHEREAS the Vermilion County Board recognizes the threat that natural and man-made hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within Vermilion County; and

WHEREAS Vermilion County has prepared a multi-hazard mitigation plan, hereby known as the 2023 Vermilion County Multi-Jurisdictional Multi-Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and

WHEREAS the 2023 Vermilion County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Vermilion County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Vermilion County Board demonstrates its commitment to hazard mitigation and achieving the goals outlines in the 2023 Vermilion County Multi-Jurisdictional Multi-Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE VERMILION COUNTY BOARD, THAT:

The Vermilion County Board adopts the 2023 Vermilion County Multi-Jurisdictional Multi-Hazard Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

ADOPTED by a vote of \_\_\_ in favor and \_\_\_ against, and \_\_\_ abstaining, this 13<sup>th</sup> day of February, 2024

CERTIFIED by

\_\_\_\_\_  
Larry Baughn Jr.,  
Chairman,  
Vermilion County Board

ATTESTED by

\_\_\_\_\_  
Cathy Jenkins  
Vermilion County Clerk

Ordinance No. \_\_\_\_\_

County of Vermilion, IL  
Attn: Larry Baughn  
201 N Vermilion St  
Danville, IL 61832

February 5<sup>th</sup> 2024

**Project Development Agreement (PDA)**

RE: Potential Energy Savings Performance Contract between the County of Vermilion, IL and Centrica Business Solutions

Dear Mr. Larry Baughn,

Centrica Business Solutions Services, Inc. ("CBSS") and County of Vermilion, IL ("CUSTOMER") have been in discussions about developing certain energy efficiency and renewable energy measures within CUSTOMER's facilities to gain energy efficiency, cost savings and update infrastructure.

The CUSTOMER desires to pursue an Energy Savings Performance Contract through The Interlocal Purchasing System ("TIPS"), a government cooperative purchasing program authorized by Region 8 Education Service Center, in which the CUSTOMER is an active member. CBSS has been awarded the RFQ 220104 Energy Savings Performance Contracts in response to TIPS Request for Qualifications ("RFQ") solicitation.

The CUSTOMER has determined that CBSS is the most highly qualified TIPS Vendor for the Member's purposes, and desires to negotiate a contract at a fair and reasonable price.

CBSS has completed a preliminary feasibility assessment (PFA) for the CUSTOMER and developed a preliminary Energy Savings Project ("The Project") that will provide the CUSTOMER with annual utility cost savings and annual maintenance cost savings. The financial term of The Project is not to exceed 15 years and the CUSTOMER will remain cashflow positive over the duration of the term in accordance with legislative requirements.

The parties now desire CBSS to undertake a more detailed evaluation of The Project to among other things: confirm the estimated cost savings, identify specific material and labor needed to implement The Project, identify the specific services CBSS would perform, and prepare a formal financial proposal to present to CUSTOMER. This more detailed evaluation will be referred to as an Investment Grade Audit ("IGA") and shall be completed within six (6) months commencing on the date of the last signature below (the "Evaluation Period"). A complete Scope of Work for the IGA is found on Exhibit 2.

If, upon completion of the IGA, CBSS concludes, and CUSTOMER concurs, both in their sole judgement, that The Project shown on Exhibit 1 will result in a project meeting the financial term and cashflow requirements, then the Parties will work in good faith to diligently negotiate and enter into an Energy Savings Performance Contract ("ESPC"), acceptable to each Party in its sole judgement, for the design, installation, ownership, maintenance and financing of the Project by CBSS and its affiliates. The ESPC will include a guarantee by CBSS that The Project will produce similar savings to estimation above for the life of the ESPC under the same assumptions outlined in Exhibit 1.

If, upon completion of the IGA, CBSS decides for any reason that it does not want to go forward with The Project, neither Party will owe the other anything and the Parties will not attempt to negotiate an ESPC.

If, prior to or upon completion of the IGA, CUSTOMER decides for any reason that it does not want to go forward with The Project, then within 60 days following its notice to CBSS that it will not proceed, CUSTOMER will pay CBSS the sum of \$70,500 (the "IGA Cost") for the IGA.

If, upon completion of the IGA, both CBSS and CUSTOMER decide to go forward with the Project and attempt to negotiate an ESPC, then CBSS will include the IGA cost in the cost of the Project and the financial offer made to CUSTOMER.

In connection with this PDA, both CBSS and CUSTOMER will share confidential information with the other.

The parties also agree to abide by the provisions in Exhibits 4 and 5.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning it.

Regards,

---

David Wirth, General Manager  
Centrica Business Solutions, Services, Inc.  
M 815-216-2011  
E david.wirth@centrica.com

CUSTOMER hereby acknowledges receipt and accepts the terms of this letter.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 1

### Project Description:

The scope of The Project is to identify and develop Energy Conservation Measures (“ECM’s”) under an ESPC for the CUSTOMER in accordance with Illinois State Law. CBSS will evaluate ECM’s at each of the CUSTOMER’s facilities and determine their ability to deliver energy and operational cost savings as well as the potential to upgrade ageing infrastructure.

### Project Assumptions:

The preliminary budget for the project is based off information provided to CBSS by CUSTOMER and a preliminary on-site audit. Through the IGA process, CBSS will verify the following assumptions provided by CUSTOMER:

- Energy savings based off a total electrical spend of approximately \$233,000.
- ECM’s to be evaluated further in IGA include:
  - LED Lighting improvements
  - Window Replacements
  - Building Envelope Improvements
  - Renewable Energy System
  - HVAC equipment replacement with HVAC Controls
- Additional ECM’s will be evaluated during the IGA as well as opportunities aligned with the CUSTOMER’S goals.
- Facilities are occupied, or plan to be occupied and have normal annual operating hours for their facility type.
- Annual maintenance savings based on the material and service savings from upgrading the lighting, HVAC controls, and building envelope improvements at the CUSTOMERS facilities.
  - Additional maintenance savings will be included depending on ECM’s identified in the IGA and their ability to reduce the CUSTOMERS associated operational and maintenance costs.
- Cash positive project that fits within a maximum term of 20 years where the energy savings, maintenance (non-labor) savings, and customer contributions (buy downs, ARPA, etc.) exceed the project payments on an annual basis.



### Customer Obligations:

- Two-years of utility data for Electric, Gas and Water or Utility Release Authorization Forms
- Collaboration with CBS and financial partners to ensure financial feasibility
- Full access to available facility drawings and equipment lists
- Coordination with audit schedules and access to buildings
- Prior energy audits or studies, if any
- Any other information reasonably necessary to conduct the IGA

**Exhibit 2**

**Utility Assessment Report Scope of Work:**

Upon execution of this PDA, CBSS will proceed with the Utility Assessment Report (UAR) and preparation of the ESPC. CBSS shall perform enough site work and engineering required to validate the Preliminary Feasibility Analysis (PFA), including but not limited to the following activities: (1) an energy analysis and audit; (2) feasibility study; (3) sufficient preliminary design to enable specific material and labor pricing itemization; (4) a complete list of services to be performed by CBSS and (5) a financial proposal, collectively, the "UAR Proposal". The UAR Proposal will result in delivery of the ESPC which will be developed to provide annual CUSTOMER net benefits and that The Project assumptions with respect to PFA remain unchanged and no costs contained therein are increased as a result of changes requested by CUSTOMER or additional requirements directed by CUSTOMER.

**Exhibit 3**

**Excerpt from TIPS RFQ 220104 Energy Savings Performance Contracts Procurement Solicitation Document:**

This purpose of this Request for Qualifications is to identify and award agreements to highly qualified vendors capable of entering into Energy Savings Performance Contracts with TIPS members.

Energy Savings Performance Contracts are governed by two sections of Texas Statutes, Local Government in Texas Local Government Code § 302 in and Public Schools in Texas Education Code § 44.901, depending on the TIPS member's type of governmental entity.

The aforementioned statutes specify that Energy Savings Performance Contracts must be procured according to TEXAS GOVERNMENT CODE §2254.004 methods. TEXAS GOVERNMENT CODE §2254.004 title description is listed as "CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR". This can be misleading because entities may not engage architect and engineer services through a cooperative contract such as this. However, the controlling statutes below only specify that the procurement methodology provided in TEXAS GOVERNMENT CODE §2254.004 be used for the procurement of Energy Savings Performance Contracts.

NO PRICING IS SOLICITED OR PERMITTED TO BE PROPOSED FOR THIS RFQ PURSUANT TO TEXAS GOVERNMENT CODE §2254.004. THIS IS A REQUEST FOR QUALIFICATIONS ONLY.

NOTE: TIPS members are under no obligation to negotiate exclusively with TIPS awarded providers of Energy Savings Performance Contracts.

TEXAS GOVERNMENT CODE Sec. 2254.004 provides the following methodology. TIPS is identifying highly qualified providers of Energy Savings Performance Contracts for TIPS members to consider, rank and negotiate with according to the rules below. In procuring an Energy Savings Performance Contract Provider the TIPS member may consider any awarded TIPS provider under this RFQ. The TIPS members will then determine from the list of TIPS awarded Energy Savings Performance Contract providers which vendor is the most highly qualified for the Member's purposes as provided below in section. The TIPS member will then attempt to negotiate with the most highly qualified provider, as determined by the TIPS Member, a contract at a fair and reasonable price as provided below in section.

If the TIPS member cannot negotiate a satisfactory contract with the most highly rated provider, then the entity shall:

- (1) formally end negotiations with that provider;
- (2) select the next most highly qualified provider; and
- (3) attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process described to select and negotiate with providers until a contract is entered into or the TIPS member determines it no longer desires to enter into an Energy Savings Performance Contract.

**Exhibit 4**

**1. USE OF SUBCONTRACTORS.** In the event CBSS uses subcontractors (either paid or unpaid) in the performance of the services, CBSS shall notify CUSTOMER, who shall have the option of approving or disapproving such subcontractors. None of the services covered by this Agreement shall be subcontracted without the prior written consent (including consent delivered by e-mail) of CUSTOMER. "Subcontractors" shall include volunteers, consultants, employees, or agents used by CBSS, if any. CBSS shall remain liable for obligations performed by subcontractors to the same extent as if an employee of CBSS had performed such obligations, and for purposes of this Agreement, such work or services shall be deemed work performed by CBSS. CBSS will provide copies of agreements with all subcontractors within ten (10) days of any request for said agreements by CUSTOMER.

**2. RELATIONSHIP OF PARTIES.** It is understood and agreed by the parties that CBSS is an independent contractor with respect to CUSTOMER and not an employee of CUSTOMER. CUSTOMER will not provide fringe benefits, including health insurance benefits, paid vacation, worker's compensation insurance or benefits, or any other employee benefit, for the benefit of CBSS, and CBSS shall act solely as an independent contractor in performing the services referenced herein and shall have no right or authority to act for CUSTOMER and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, CUSTOMER.

**3. INSURANCE AND INDEMNITY.** CBSS shall provide continuous enforcement of adequate insurance in accordance with Exhibit 5 to this Agreement which is attached hereto and incorporated herein by reference.

**4. NOTICES.**

a. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered after five (5) days from the date shown to be mailed. Notices may also be delivered via e-mail where authorized under this Agreement.

b. Notice to CUSTOMER shall be delivered to Ashley Nystrom, Chief of Staff, at the address stated hereinabove.

c. Notice to CBSS shall be delivered to the following address:

CBSS  
c/o David Kluskens, General Manager

-----  
E-mail: dave.kluskens@centrica.com

d. Such addresses or contact persons may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**5. INTEREST OF PARTIES.**

a. No member of the governing body of CUSTOMER, and no other officer, employee, or agent of CUSTOMER shall have any personal interest, direct or indirect, in this Agreement.

b. ~~No~~ member of a governmental body, subdivision, or agency thereof located in Vermilion County, who exercises any functions, or responsibilities in the review or approval of the carrying out of the agreement, or goods or services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

c. No members of the U.S. Congress, the Illinois Legislature, or county officials can have any personal interest in the agreement.

- 6. NON-DISCRIMINATION.** No one will, on the grounds of race, color, religion, sex, gender identity or expression, sexual orientation, national origin, age, disability, genetic information, pregnancy, veteran status, or any other legally protected status under applicable federal, state, and local laws be subject to discrimination in the performance of this Agreement.
- 7. FEDERAL/STATE GRANTS.** If federal or state grant funds are involved in the performance of this Agreement, then all grant conditions must be complied with by CUSTOMER and CBSS.
- 8. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver. A waiver of any breach of this Agreement by either of the parties shall not be construed to be a waiver of any succeeding breach or of any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.
- 9. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252.151.** CBSS acknowledges that the CUSTOMER is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85<sup>th</sup> Texas Legislature). The Code requires the Texas Comptroller to prepare and maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Further, the law prevents a governmental entity from entering into a contract with a company that is identified on the list prepared and maintained by the Texas Comptroller. By executing this Agreement, CBSS certifies that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or foreign terrorist organization.
- 10. Choice of Law.** This Agreement is governed by the laws of the State of Texas.



**Exhibit 5**

**Insurance & Indemnification Requirements**

**Insurance Requirements:**

**A contractor's financial integrity is of interest to the CUSTOMER. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Illinois that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the CUSTOMER in the following types and amounts:**

<b>Type</b>	<b>Amount</b>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles (if any)</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$500,000
Umbrella Liability	\$5,000,000 per occurrence and in the aggregate.

**Term of Policy:** With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of three (3) years following the expiration or completion of the contract with the CUSTOMER, either through an existing carrier or a carrier of comparable financial statute and reputation.

**Modification of Insurance Requirement:** The CUSTOMER reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by CUSTOMER, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

**Proof of Insurance Required and When to Submit:**

Examination & Approval. All insurance policies shall be subject to the examination and approval of the CUSTOMER for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the CUSTOMER and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the CUSTOMER which is clearly labelled with the contract name and department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the CUSTOMER shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the CUSTOMER, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the CUSTOMER, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the CUSTOMER where the CUSTOMER is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent's name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the CUSTOMER'S official address.

Precondition to Performance & Basis for Termination. The CUSTOMER shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the CUSTOMER. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the CUSTOMER and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the CUSTOMER determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the CUSTOMER shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the CUSTOMER.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the CUSTOMER of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the CUSTOMER with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

**INDEMNIFICATION.**

**A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY, PROVIDED HOWEVER FOR CLARITY, CONTRACTOR'S LIABILITY SHALL ONLY BE TO THE EXTENT OF CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

**WAIVER OF DAMAGES.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, (A) THE CITY AND CONTRACTOR AND THEIR RESPECTIVE AFFILIATES HEREBY WAIVE ALL CLAIMS FOR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL (WHETHER DEEMED DIRECT OR INDIRECT) DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES OR DAMAGES WHETHER ARISING UNDER CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES; (B) IN NO EVENT WILL THE CUMULATIVE LIABILITY OF CENTRICA EXCEED THE INSURANCE VALUES PAID UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Employee Litigation:** In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

# AIA<sup>®</sup> Document B121™ – 2018

## **Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders**

**AGREEMENT** made as of the thirteenth day of February in the year two thousand twenty-four

*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address, and other information)*

Vermilion County Board  
201 N Vermilion St, 2nd FL  
Danville, IL 61832  
Telephone Number: 217.554.6006  
Fax Number: 217.554.6010

and the Architect:

*(Name, legal status, address, and other information)*

Reifsteck Reid & Company Architects d/b/a Reifsteck Wakefield Fanning & Company,  
Subchapter S Corporation  
909 Arrow Road, ste #4  
Champaign, IL 61821  
Telephone Number: 217.351.4100

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

The Owner and Architect agree as follows.

Init.

AIA Document B121 – 2018. Copyright © 2014 and 2018. All rights reserved. The American Institute of Architects, "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:00:39 CT on 02/02/2024 under Order No. 3104240189 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com

**User Notes:**

(3B9ADA36)

## TABLE OF ARTICLES

- 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
- 2 SERVICE ORDERS
- 3 ARCHITECT'S RESPONSIBILITIES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

### ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for ~~one~~ two ~~year~~ years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on ~~an annual~~ abi-annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Larry Baughn  
201 N Vermilion St, 2nd FL  
Danville, IL 61832  
Telephone Number: 217.554.6006  
Fax Number: 217.554.6010

Email Address: lbaughn@vercounty.org

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Bridgett R. Wakefield  
909 Arrow Road, ste #4  
Champaign, IL 61821  
Telephone Number: 217.351.4100

Mobile Number: 217.721.6862  
Email Address: [bwakefield@rwf-arch.com](mailto:bwakefield@rwf-arch.com)

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

## ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

## ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

### .1 General Liability

Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

### .2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**.3 Workers' Compensation**

Employers' Liability with policy limits not less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit.

**.4 Professional Liability**

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Init.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### **ARTICLE 6 COPYRIGHTS AND LICENSES**

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.



## ARTICLE 7 CLAIMS AND DISPUTES

### § 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

### § 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 7.3 Arbitration**

~~§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### **§ 7.3.4 Consolidation or Joinder**

~~§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~

~~§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.~~

## **ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS**

**§ 8.1** If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

## ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Reifsteck Wakefield Fanning 2024 Hourly Rates

Init.

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
<u>Principal Architect</u>	<u>\$140 /hr</u>
<u>Principal</u>	<u>\$135 /hr</u>
<u>Project Architect</u>	<u>\$135 /hr</u>
<u>Project Manager</u>	<u>\$120 /hr</u>
<u>Construction Observer</u>	<u>\$115 /hr</u>
<u>Senior Team Leader</u>	<u>\$110 /hr</u>
<u>Team Leader</u>	<u>\$95 /hr</u>
<u>Senior Designer / Interior Designer</u>	<u>\$90 /hr</u>
<u>Designer</u>	<u>\$85 /hr</u>

**§ 9.3** Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

With prior written authorization the architect will perform additional service work at the rates listed above. Any work of consultants will be billed at their firms standard hourly rates plus 20%.

**§ 9.4 Compensation for Reimbursable Expenses**

**§ 9.4.1** Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 9.4.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 9.4.3** Reimbursable Expenses will be allocated to each Service Agreement.

**§ 9.5 Payments to the Architect**

**§ 9.5.1 Progress Payments**

**§ 9.5.1.1** Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

6 % annum

Init.

**§ 9.5.1.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

**§ 9.5.1.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

**§ 10.2** Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

**§ 10.5** Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.6** The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

**§ 10.7** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

**§ 10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**11.1 Any proposed financial statements requested by the Owner, a lender providing financing for the project (a "Lender") or a third-party must be submitted to the Architect with sufficient notice to allow Architect a reasonable opportunity to review it. All Statements including Certifications of Payment or of Substantial or Final Completion shall be "to the best of Architect's knowledge, information, and belief" or "in its professional opinion" and based upon the performance of its duties as set forth in the Agreement. The issuance of any statement shall not be a representation that the work is without defects or the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, schedules, sequences, or procedures; (3) reviewed data to substantiate contractor's rights to payment, or (4) ascertained how or for what purposes contractor has used money previously paid. Architect shall have the right to refuse to provide any certification that does not conform to the requirements of this paragraph or would require knowledge, services, or responsibilities beyond the scope of this Agreement. If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.**

**11.2 The Owner and the Architect agree, that due to the nature of construction, certain costs and changes may be required during the project and that a Design and Construction Contingency be included in the Cost of the Work as outlined in Article 6. Owner agrees to establish a Design and Construction Contingency of fifteen percent (15%) for changes in the construction of the project and for omissions, ambiguities, or inconsistencies in the construction documents. The Design and Construction Contingency shall be allocated, respectively, to construction changes, three-fourths (3/4), and construction documents, one-fourth (1/4). The Design and Construction Contingency will be used, as required, to pay for any such increased cost and changes due to construction modifications or adjustments to the construction documents.**

**11.3 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions and other natural disasters; fires, riots, acts of terrorism, war, or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.**

**11.4 If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.**

Init.

**11.5 Time spent by the Architect and his consultants with changes to the scope, detail, or character of the Project during bidding/negotiation, and/or Procurement Phase, and construction, and change order preparation shall be invoiced at hourly rates as an Additional or Supplemental Service.**

**11.6 Time spent by the Architect and his consultants for "value engineering", evaluation of product substitutions, etc., shall be invoiced at hourly rates as an Additional or Supplemental Service.**

**11.7 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.**

**11.8 The Architect may terminate this Agreement for any reason with 21 days written notice to the Owner if Owner requests that Architect not follow any applicable laws, rules, regulations, or any procedures which are standard and customary in Architect's industry.**

**11.9 LIMITATION OF LIABILITY. The Owner agrees to limit the Architect's liability to the Client and total construction contractors and subcontractors where applicable on this Work for damage to them, due to the Architect's negligent errors or omissions, such that the total aggregate liability to the Architect to all those named shall not exceed \$250,000.00.**

**11.10 BIM Model. Owner agrees that Reifsteck Reid & Company Architects d/b/a Reifsteck Wakefield Fanning & Company ("RWF") and its sub-consultants are not responsible for losses, damages, costs, expenses, or any liability, including reasonable attorneys' fees arising out of the Owner and/or any of its Contractors and/or sub-consultants use of RWF's BIM model ("BIM model").**

**11.11 The Owner and/or any of its Contractors and/or sub-consultants shall defend, indemnify and hold RWF and its sub-consultants harmless, to the fullest extent of the law, from and against any and all liability, loss, damages, costs and expenses, including reasonable attorneys' fees, which RWF and/or its sub-consultants may at any time sustain or incur by reason of any such use of the BIM model by or on behalf of the Owner, its Contractors and/or sub-consultants. RWF does not warrant or represent in any way that the BIM model is complete or free from interference and/or errors. The Owner, its Contractors and/or sub-consultants remain responsible for coordination of work in the field and any reliance on the BIM model is at the Owner's, its Contractors' and/or sub-consultants' own risk.**

## **ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT**

**§ 12.1** This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 12.2** This Master Agreement is comprised of the following documents identified below:

- .1** AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect
- .2** ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

*(Insert the date of the E203 2013 incorporated into this Master Agreement.)*

-

- .3** Exhibits:  
*(Clearly identify any other exhibits incorporated into this Master Agreement.)*

N/A

- .4** Other documents:  
*(List other documents, if any, forming part of the Master Agreement.)*

N/A

This Master Agreement entered into as of the day and year first written above.

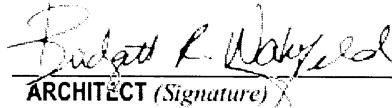
AIA Document B121 - 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:00:39 CT on 02/02/2024 under Order No.3104240189 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(389ADA36)

OWNER (Signature)

Larry Baughn, County Board Chairman  
(Printed name and title)



ARCHITECT (Signature)

Bridgett R. Wakefield, Principal  
(Printed name, title, and license number, if required)

Init.

AIA Document B121 -- 2018. Copyright © 2014 and 2018. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:00:39 CT on 02/02/2024 under Order No.3104240189 which expires on 01/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

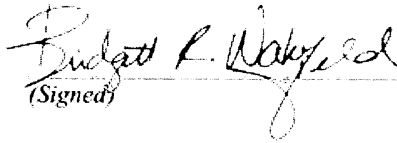
(3B9ADA36)



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Bridgett Wakefield, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 16:00:39 CT on 02/02/2024 under Order No. 3104240189 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ - 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

  
*(Signed)*

Principal Architect

*(Title)*

February 2, 2024

*(Dated)*

**RESOLUTION**

WHEREAS, a public letting was held in the office of the County Engineer on January 24, 2024, for the purpose of accepting bids, determining low bidders and making awards for furnishing Aggregates for the Vermilion County Road Districts:

<u>Township</u>	<u>Low Bidder</u>	<u>Bid Price</u>
Blount	Langley Trucking	\$19,004.60
Carroll	“	\$15,211.00
Catlin	“	\$13,594.50
Georgetown	“	\$19,332.50
Love	“	\$6,039.00
McKendree	“	\$40,411.00
Ross	“	\$19,008.00
Sidell	“	\$14,789.25

WHEREAS, the Vermilion County Transportation Committee has recommended that the low bid be awarded to Langley Trucking, Inc., for the above listed Townships subject to approval of the County Board of Vermilion County.

NOW, THEREFORE, BE IT RESOLVED, that the County Board award the above listed low bids for the named Townships.

BE IT FURTHER RESOLVED, that (2) two certified copies of this Resolution be mailed to the Illinois Department of Transportation through its District Engineer, Paris, Illinois, and (1) one certified copy be sent to the Vermilion County Highway Dept.

PRESENTED, APPROVED and RESOLVED, by the County Board of Vermilion County, Illinois, at the February 13, 2024 A.D. Session.

Dated this 13<sup>th</sup> day of February, 2024, A.D.

\_\_\_\_\_  
Chairman, Vermilion County Board

Aye \_\_\_ Nay \_\_\_ Absent \_\_\_ Abstain \_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the County Board

Resolution Number \_\_\_\_\_

**RE: Township Aggregate – Section 24-XX000-01-GM**

APPROVED BY TRANSPORTATION COMMITTEE:  
February 13, 2024

Joe Eakle            Y N A  
Committee Chairperson

Robert Boyd        Y N A

Craig Golden        Y N A

Kevin Green (VC) Y N A

Mark Steinbaugh    Y N A

Mitch Weaver      Y N A

Dan Wright         Y N A

Resolution Number \_\_\_\_\_

**RESOLUTION**

WHEREAS, a public letting was held in the office of the County Engineer on January 24, 2024, for the purpose of accepting bids, determining low bidders and making awards for furnishing Aggregates for the Vermilion County Road Districts:

<u>Township</u>	<u>Low Bidder</u>	<u>Bid Price</u>
Butler	Weber Trucking	\$107,391.25
Grant	“	\$38,951.70

WHEREAS, the Vermilion County Transportation Committee has recommended the low bid be awarded to Weber Trucking, Inc., for the above listed Townships subject to approval of the County Board of Vermilion County.

NOW, THEREFORE, BE IT RESOLVED, that the County Board award the above listed low bids for the named Townships.

BE IT FURTHER RESOLVED, that (2) two certified copies of this Resolution be mailed to the Illinois Department of Transportation through its District Engineer, Paris, Illinois, and (1) one certified copy be sent to the Vermilion County Highway Dept.

PRESENTED, APPROVED and RESOLVED, by the County Board of Vermilion County, Illinois, at the February 13, 2024 A.D. Session.

Dated this 13<sup>th</sup> day of February, 2024, A.D.

\_\_\_\_\_  
Chairman, Vermilion County Board

Aye \_\_\_ Nay \_\_\_ Absent \_\_\_ Abstain \_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the County Board

Resolution Number \_\_\_\_\_

**RE: Township Aggregate – Section 24-XX000-01-GM**

APPROVED BY TRANSPORTATION COMMITTEE:  
February 13, 2024

Joe Eakle            Y N A  
Committee Chairperson

Robert Boyd        Y N A

Craig Golden        Y N A

Kevin Green (VC)   Y N A

Mark Steinbaugh   Y N A

Mitch Weaver      Y N A

Dan Wright         Y N A

Resolution Number \_\_\_\_\_

**RESOLUTION**

WHEREAS, a public letting was held in the office of the County Engineer on January 24, 2024, for the purpose of accepting bids, determining low bidders and making awards for furnishing Aggregates for the Vermilion County Road Districts:

<u>Township</u>	<u>Low Bidder</u>	<u>Bid Price</u>
Grant	Ribbe Trucking	\$19,640.00

WHEREAS, the Vermilion County Transportation Committee has recommended that the low bid be awarded to Ribbe Trucking, Inc., for the above listed Townships subject to approval of the County Board of Vermilion County.

NOW, THEREFORE, BE IT RESOLVED, that the County Board award the above listed low bids for the named Townships.

BE IT FURTHER RESOLVED, that (2) certified copies of this Resolution be mailed to the Illinois Department of Transportation through its District Engineer, Paris, Illinois.

PRESENTED, APPROVED and RESOLVED, by the County Board of Vermilion County, Illinois, at the February 13, 2024 A.D. Session.

Dated this 13<sup>th</sup> day of February, 2024, A.D.

\_\_\_\_\_  
Chairman, Vermilion County Board

Aye \_\_\_ Nay \_\_\_ Absent \_\_\_ Abstain \_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the County Board

Resolution Number \_\_\_\_\_

**RE: Township Aggregate – Section 24-XX000-01-GM**

APPROVED BY TRANSPORTATION COMMITTEE:  
February 13, 2024

Joe Eakle            Y N A  
Committee Chairperson

Robert Boyd        Y N A

Craig Golden        Y N A

Kevin Green (VC)   Y N A

Mark Steinbaugh   Y N A

Mitch Weaver      Y N A

Dan Wright         Y N A

Resolution Number \_\_\_\_\_