# Pike County Board

# Meeting Minutes

October 28, 2019

1. Call to order

Chairman Andy Borrowman called to order the regular meeting of the Pike County Board at 7:00 p.m. in the upper courtroom of the Pike County Courthouse. Jerry Edison gave the invocation and Chairman Borrowman lead in the Pledge of Allegiance.

1. Roll call

County Clerk Natalie Roseberry conducted a roll call. The following persons were present: John Birch, Andy Borrowman, Rodger Hannel, Tom Lewis, Derek Ross, Jim Sheppard and Mark Sprague.

1. Pike County 4-H Presentation

Pike County 4-H members presented to the County Board information regarding their program and upcoming offerings.

1. Approval of Minutes of September 23rd, 2019

Tom Lewis made a motion to approve. Seconded by John Birch. Voice vote 6-0. Minutes approved.

1. Approval of Minutes from Budget Hearing on October 1st, 2019

Rodger Hannel made a motion to approve. Seconded by Tom Lewis Voice vote

6-0. Minutes approved.

1. Approval of Minutes from Budget Hearing on October 8th, 2019

John Birch made a motion to approve. Seconded by Mark Sprague. Voice vote 6-0. Minutes approved.

1. Yearly update on Hickory Ridge Landfill Operations

Representatives of the Hickory Ridge Landfill were present to review dumping tons and fees paid. Derek Ross inquired as to how much of local Pike County garbage is dumped in comparison to outside garbage. Mr. Coulter stated that the percentage is around 10% within the county and 90% outside. Mark Sprague inquired as to how far the area of service goes and Mr. Coulter stated 22 counties.

1. Barry Apple Festival

Committee members of the Barry Apple Festival were present and spoke to their appreciation to the Pike County Health Department regarding their cooperation to ensure all venders were licensed and approved at the 2019 festival. Committee member Allan Flynn stated that it was a pleasure to work with the PCHD.

1. Action on Resolution appointing the Office of the State’s Attorney’s Appellate Prosecutor as Pike County’s agent from December 1st, 2019, to November 30th, 2020.

Rodger Hannel made a motion to appoint. John Birch seconded. Voice vote 6-0. Appointment approved.

1. Action on Amendment to Pike County Zoning Ordinance formalizing in writing the actions already taken by the Board with respect to Pleasant Hill rezoning.

Mark Sprague made a motion to formalize the ordinance. Tom Lewis seconded. Voice vote 6-0. Ordinance passed.

1. Consideration on Whether to remain in class action lawsuit regarding national opioid litigation.

Pike County State’s Attorney, Zachary Bored, informed the Board of the class action suit and that no action would allow the county to remain in the suit.

1. Committee Repots

Finance

The finance committee of the Pike County Board met at 5:00 p.m. on Wednesday October 9, 2019 in the conference room of the Pike County Government building. Members present were Amy Gates, Rodger Hannel, Board Chairman Andy Borrowman, and Jim Sheppard. Also present were Scott Syrcle, Natalie Roseberry, Don Beard, and Anita Andress.

On a motion by Rodger Hannel and a second by Amy Gates, routine bills I the amount of $77,377.62 were approved for payment.

Health Department Administrator Anita Andress was present to discuss the health insurance reimbursement that the department currently owes the General fund. There is a disagreement about the amount that the department owes the county. Don Beard presented some information that explained their position. No action was taken but she was going to get more information and talk to the finance committee of the health department.

Scott Syrcle talked about the repayment of the county’s loan for the general fund and stated that it would be very tight on the repayment.

Meeting adjourned at 6:05 p.m. on a motion by Amy Gates and a second by Rodger Hannel.

Tom Lewis made a motion to approve the committee minutes. John Birch seconded. Voice vote 6-0. Minutes approved.

Highway

The Road and Bridge Committee met Wednesday, October 9th, 2019 at 3:30 p.m. at the County Highway Department. The meeting was called to order at 3:30 p.m. Members present were Rodger Hannel, Mark Mountain, and Andy Borrowman. Staff Present were Gary Laux, Resident Engineer, and Brenda Despain, Office Manager.

No public comment.

A motion was made by Mark Mountain seconded by Rodger Hannel to pay claims per claim reports dated October 9th, 2019. All in Favor. Motion Carried.

Section 15-00098-00-Br Resolution. The project bid was over the programmed amount and more than our funding agreement with IDOT. A motion was made by Mark Mountain, seconded by Rodger Hannel to pass a Resolution to fund an additional $80,000.00 for Section 15-00098-00-BR. All in favor. Motion carried.

Employee salaries were discussed. A motion was made by Mark Mountain, seconded by Rodger Hannel to table the matter. All in favor. Motion carried.

County Engineer reports that the State salt contract information was received on October 8th. This year’s salt cost is $70.12 per ton. Pike County was one of 4 counties in Illinois and 4 n Idaho chosen to work with FHWA to develop a roadway safety plan. This will allow entity to apply for special federal safety money projects. Participation will be of no cost to the county. Efforts continue regarding recently closed bridge in Cincinnati Township.

A motion was made by Mark Mountain to adjourn, seconded by Rodger Hannel. All in favor, meeting adjourned at 3:46 p.m.

John Birch made a motion to approve the resolution 15-00098-00-BR. Seconded by Tom Lewis, Voice vote 6-0. Resolution passed.

Tom Lewis made a motion to approve Road and Bridge minutes. Mark Sprague seconded. Voice vote 6-0. Minutes passed.

Building and Grounds

The Building and Grounds Committee met on Wednesday, October 16, 2019 at 3:30 p.m. Present were Tom Lewis, Derek Ross, Rodger Hannel, Andy Borrowman and Natalie Roseberry. Absent was Darwin Feenstra.

The opening discussion by the Building and Grounds committee was reviewing the number of outside electric meters at the Courthouse and the Annex building. Tom Lewis led the discussion concerning the actual number of electrical meters, their locations, and how they are being billed. Also discussed was how each of the meters at the Courthouse are used and billed. After much discussion, Tom was asked to discuss their usages with Darwin Feenstra and bring the matter back to the Building and Grounds committee. Howe these electric meters are used and billed is somewhat confusing and appears to be inefficient in monthly costs for their use.

The Building and Grounds committee also discussed the Reach Out parking lot located near the Two-Rivers Reach Out center. Pike County currently owns those lots, and Two-Rivers asked Pike County to donate them to Two-Rivers. After much discussion with Derek Ross on this donation option-both the pros and cons- Derek Ross made a motion to reject the request of Two-Rivers for the donation of the parking lot. Tom Lewis seconded. Motion passed.

A motion by Tom to pay the bills of $6,861.65 and seconded by Derek Ross, passed.

A motion was made by Tom Lewis to adjourn at 4:10 p.m., and Derek Ross seconded. The motion passed.

GIS/IT

The monthly meeting of GIS/IT was called to order at 5:30 p.m. at the PCEOC. Members present were Amy Gates, Mark Sprague, and Chairman Andy Borrowman. Absent was Jim Sheppard. Others present were Sandy Schacht and Dan Brennecke.

The GFI transition was discussed. Hardware is already arriving from GFI and installation will occur after the transition occurring November 11-15th. Marco had been playing nice with GFI.

New Health Department phone system has arrived, but frontier is holding up the switch to Adam’s by claiming a two-year automatic renewal clause in their contract.

Next Administrators meeting will be Thursday, January 23rd, 2020 at 4:00 p.m.

$2,801.94 in bills wer presented for payment less one credit for $437.00. Motion made and seconded and carried to approve payment of the net $2,364.94. Motion Made, Seconded and carried to adjourn at 6:02 p.m. Minutes prepared by Mark Sprague.

Clerk Roseberry stated that the actual amount of the bills paid for GIS/IT were $3,017.56.

Motion to approve amended minutes made by Tom Lewis, Seconded by Mark Sprague. Voice vote 6-0. Minutes approved.

Public Safety

The Pike County Public Safety Committee was called to order at 7:10 p.m. on October 16th, 2019. Those in attendance were committee members Derek Ross, Andy Borrowman, Tom Lewis, Amy Gates, Pike County Ambulance Administrator Josh Martin, and assorted guests.

Administrator Martin updated that the Tablets and Push to Talk devices through First Net are up and going and appear to be working well. Pike Count Ambulance is under no contract with First Net. So, if First Net’s service is not adequate, Pike County Ambulance can cancel and replace them at any time. Three part-time EMT’s and two part-time Paramedics available to fill open shifts through out the month.

There was a brief discussion whether Pike County Ambulance paying $555 per covered employer per month for health insurance coverage is the correct amount. Since no other amount has been given at this time, Pike County Ambulance will continue to pay the $555 per month.

Amy Gates made a motion and seconded by Tom Lewis to pay bill sin the amount of $21,819.40. Motion passed. Amy Gates made a motion and seconded by Tom Lewis to adjourn. The motion passed and the meeting adjourned at 7:57 P.M.

Motion to approve minutes made by Tom Lewis. Seconded by John Birch. Voice vote 6-0. Minutes approved.

Agriculture

The Agriculture committee met on October 7th, 2019 at 7:00 p.m. in upper conference room at Pike County Government building. Members in attendance were Mark Mountain, Mark Sprague, and Andy Borrowman. Others in attendance were Zack Boren, Greg Wyatt, Jane Johnson, and Payton McKinnon.

The committee reviewed and discussed possible changes in sections three and four.

State’s Attorney stated he would continue to review possible law changes and would advice committee next meeting regarding Animal Control.

Motion to adjourn by Mark Sprague. Seconded by Mark Mountain. All voting in favor. Meeting adjourned at 8:49 p.m.

Motion to approve minutes made by Mark Sprague, seconded by Tom Lewis. Voice vote 6-0. Minutes approved.

Economic and Community Development Committee

The Economic and Community Development Committee met at 6:45 p.m. on October 28th, 2019 at the Pike County Courthouse. Those in attendance were Andy Borrowman, John Birch and Derek Ross. Amy Gates was absent. Funding for the following projects were discussed and recommended: Pike County Historical Society for $2,700.00, Harpole’s Heartland Lodge & Pike County Marketing for $30,000.00, Sprague’s Kinderhook Lodge for $12,000.00, Downtown Pittsfield Mural Project approved for between $10,000.00 to $15,000.00, and The Abe Lincoln Project must spend the balance of $480.85.

Meeting adjourned at 6:50 p.m.

John Birch made a motion to fund the recommended projects. Derek Ross seconded. Voice vote 5-0. Motion passed. Mark Sprague abstaining.

Motion to approve the minutes made by Rodger Hannel. Seconded by John Birch. Voice vote 6-0. Minutes approved.

ETSB

The Emergency Telephone Systems Board met on October 7, 2019 in the Emergency Operations Center at the Pike County Jail at 6:30 p.m. Those members present were Jon Fesler, Tom Lewis, Jason White, Larry Bradshaw, David Greenwood, Josh Martin, Trent Crane, and Jim Sheppard. Also present was 911 coordinator Stephanie Reinhardt.

Routine bills in the amount of $7,782.64 were approved for payment on a motion by Tom Lewis and a second by Larry Bradshaw.

Stephanie Reinhardt gave an update on the status of the weather sirens. Barry and Milton are working but Nebo is not. We will continue to work on the issue. WE then discussed splitting the addressing duties away from the 911 department. In the past we had paid Sandy Schacht extra to address new structures within the county. Sandy has indicated that she would like to step away from those duties. Supervisor of Assessments was approached about whether someone from her office would be interested in assuming those duties. She has indicated that there would be interest. On a motion by Jason White and a second by David Greenwood it was decided to split the duties and pay the General Fund $2000.00 for addressing. This is with the understanding that this addressing will be done outside of the employee’s regular office hours.

Dispatcher staffing and budget was also discussed.

The next ETSB meeting will be December 9th, 2019 at 6:00 p.m.

Meeting adjourned at 6:58 p.m. on a motion by Tom Lewis and a second by Larry Bradshaw.

Motion to approve the minutes made by Mark Sprague. John Birch seconded. Voice vote 6-0. Minutes approved.

Labor

The Labor Committee met on October 18th, 2019. Members present were Mark Mountain, Andy Borrowman, Rodger Hannel, and Tom Lewis. The committee discussed the position of Labor Attorney for Pike County. Chairman Mark Mountain asked for a motion to appoint Rhett Barke as the labor attorney for Pike County, Illinois. Rodger Hannel made the motion 2nd by Tom Lewis all voting yes.

Motion to approve the minutes made by Tom Lewis. Second by Jim Sheppard. Voice vote 6-0. Minutes approved.

1. New Business

None

1. Old Business

Treasurer Scott Syrcle brought to the Board’s attention that he is still waiting on end of the year salary reimbursements from some offices. He also has questions on how the County was going to pay for the security upgrades at the courthouse. He also stated that he would be willing to help pay for the managed IT through his Automation budget.

1. Chairman’s Remarks

None

1. Summary of Expenses for the Month/Mileage & Per Diem Report

Motion to approve made by Rodger Hannel. Seconded by John Birch Voice vote 6-0. Summary and Report approved.

1. Questions from Press and Visitors

Mike Boren shared some historical information regarding the courthouse. He also clarified that the previously discussed security measures regarding glass would not be bulletproof but shatterproof. He expressed concerns over the murals regarding the high maintenance of them. Brenda Middendorf addressed the buy out of the Revolving Loan Fund.

1. Closed Session pursuant to 5 ILCS 120(c)(11), pending probably/imminent litigation.

Tom Lewis made a motion to enter into closed session. John Birch Seconded. Voice vote 6-0. Motion passes

Closed Session entered: 8:18 p.m.

Closed Session exited 9:30 p.m.

1. Action on proposed settlement agreement and release of all claims in the matter of Roger W. Hulbert d/b/a Sage Information Services v. Cindy A. Shaw, 2019-MR-83.

Rodger Hannel made a motion for settlement. John Birch seconded. Voice vote 6-0. Motion carried.

1. Action on proposed full and final release of all claims in the matter of the County of Pike v. The Valley City Drainage and Levee District; and Brice Lawson, Richard Myers, and Lane Weise, in their official capacity as commissioners of the Valley City Drainage and Levee District, 2017-MC-1.

Tom Lewis made a motion to table the release of claims. Derek Ross seconded. Voice vote 6-0. Motion carried.

1. Adjourn

Tom Lewis made a motion to adjourn. Seconded by John Birch. Voice vote 6-0. Meeting adjourned at 9:31 p.m.

Minutes submitted by: Natalie P. Roseberry

Minutes approved by: (Pending Board Approval)

Pike County Board Budget Hearing

October 1, 2019

The Pike County Board met at 7:00PM on Tuesday October 1, 2019 in the upper courtroom of the Pike

County Courthouse to discuss the 2020 budget. Those members present were; John Birch, Andy

Borrowman, Amy Gates, Rodger Hannel, Tom Lewis, Mark Mountain, Derek Ross, Jim Sheppard and Mark Sprague. Also present were; Sheriff David Greenwood and County Clerk Natalie Roseberry

After an invocation was given by Andy Borrowman, Mark Mountain made a motion to approve the 2020 ICRMT Insurance Renewal. John Birch seconded. Voice vote 7-1. Motion passed.

Courthouse security was discussed, and specific funding information will be worked out with Judge McCartney.

Sheriff Dave Greenwood was present to discuss his budget along with explanations. County Clerk Natalie Roseberry presented her budget. Jim Sheppard presented the Levies and Resolutions to the County Board.

The next budget hearing was set for October 8th, 2019 at 7:00 p.m. in the Pike County Courthouse.

Amy Gates made a motion to adjourn the meeting. Seconded by John Birch. Voice vote 8-0. Meeting adjourned at 8:47 p.m.

Pike County Board Budget Hearing

October 8, 2019

The Pike County Board met at 7:00PM on Tuesday October 8, 2019 in the upper courtroom of the Pike County Courthouse to discuss the 2020 budget. Those members present were; John Birch, Andy Borrowman, Amy Gates, Rodger Hannel, Tom Lewis, Mark Mountain, Jim Sheppard and Mark Sprague. Also present were; Sheriff David Greenwood and County Treasurer Scott Syrcle.

After an invocation was given by Andy Borrowman, The board reviewed the updated tax levy figures reflecting the latest EAV from the Supervisor of Assessments office. The latest EAV is $269,377,964 showing an 8% increase year to year. The board then worked to balance the budget and examined the revenue and expenses of the offices within the general fund. Various suggestions were given and discussed on both the revenue and expense sides. Mr. Sheppard was given direction to implement the changes as suggested and distribute a copy of the worksheets to the board members for review.

Meeting adjourned on a motion by Amy Gates and a second by John Birch. Motion was unanimous and meeting adjourned at 8:06PM

 Hickory Ridge Landfill, Inc.

TO: Pike County Board members

FROM: Christopher R. Coulter 

Vice President & COO — Hickory Ridge Landfill, Inc. (HRL)

DATE: October 28, 2019

SUBJECT: Annual Report and Update

1. Section 29 of Host County Agreement (Annual Meetings)
   * 1. A representative of HRL shall meet annually with the Pike County Board to review Hickory Ridge Landfill environmental prevention activities and results, such as groundwater monitoring, etc. necessary for the protection of the citizens of Pike County.
     2. For 2018 and the first 3 quarters of 2019:

i. All groundwater wells have been in routine detection monitoring; ii. No groundwater welts were entered into assessment or corrective action; iii. There have been no instances of non-compliance with respect to groundwater monitoring requirements as specified in the host agreement, siting conditions or the 'EPA operating permit; and iv. There have been no complaints or notices of violation with respect to the groundwater monitoring program.

c. Update on (EPA development permit for the landfill expansion application.

1. Section 9 of Host County Agreement (Host Benefit Fee)

a. HRL shall pay the County a Host Benefit Fee for each ton of waste deposited at Hickory Ridge Landfill for disposal. The Host Benefit Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund.

* + - 1. $385,633.09 of host fees paid in 2017 — 149,416 tons received for disposal.
      2. $435,007.00 of host fees paid in 2018 — 162,342.5 tons received for disposal.
      3. $300,056.41 of host fees paid in 2019 for 9 months — 109,467.89 tons received.

1. Section 27 of Host Cöunty Agreement (Solid Waste Collection Services)

a. On one Saturday each Spring and one Saturday each Fall, HRL shall allow residents of

Pike County, Illinois, except delinquent customers of HRL and Area Disposal Service, Inc. (identification may be required), to deposit household waste (not to exceed one pick-up truck per household), free of charge, at Hickory Ridge Landfill. HRL shall not be required to pay the Host Benefit Fee on such waste.

May 5, 2018: 42 vehicles deposited 10.2 tons at the landfill. 

ii. May 4; 2019: 41 vehicles deposited 10.99 tons at the landfill. iii. October 6, 2018: 61 vehicles deposited 10.94 tons at the landfill. iv. October 5, 2019: 47 vehicles deposited 11.38 tons at the landfill.

P.O. Box 9071

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Peoria, IL 61612-9071

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created-to provide services to. State's Attorney5 in Counties containlng less than inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate prosecutor are défined and enumerated in the "State's Attorneys Appellate Prosecutor's Act'!? 725 'LCS 210/1 et seq., as•amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State'S Attörneys Appellate Prosecutore 'one-third-from the State's Attorneys Appellate ProseCutor's County Fund and two-

thitds from the General Revenue Fund, provided that such fuhdiög receives approval and süppOrt from the respective Counties\* eligible to apply; and

l shall administer the pperation of the appellate

WHEREAS, the Office of the-States AttotnéYS AppellateProsecUtor offices so as to. Insure that all participating State's Attorneys-continue to have final authority in preparation, flling,.and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Piké County Board, in regular session, this

20 does hereby support-the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates-the Offlge of Attorn\_eys Appellpte Prosecutor as its Agent to administer the operation of the appellate: offices-and process said appellate court cases for this County.

BE IT FURTHER RESOLVEDthat the attorneys employéd by the Office Of the Stäté!5 Attötneys Appelläte Prosecutor are



hereby authorized to aet•as Assistant. State's Attorneys on behalf Of thé- State's Attorney of this' County ih the appe@l of all cases when requested to do so•by the State!s Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases} and also, as may be requested by the State's Attorney, to assist in the prOsecutIon-öf cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug-Asset Forfelture Procedure Act,-and the Narcotics Profit Forfeiture Act. Such. attorneys are further authorized to assist the State's Attorney in-the trial and appeal of tax objectiOnS.

BE-IT FURTHER RESOLVED thatthe Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education träinlng programs to the State's" Attorneys and Assistent State's Attorneys.

BE IT FURTHER RESOLVEDthat the attorneys employed by the Office of the State's Attorneys Appeilate. Prosecutor may also assist •the Staté'•g Attorney. Of thiS Cöunty the discharge ofthe State'S Attorney's dütles in:the prösec-ution and trial of other Cases, atid may act as Special-Prosecutpt If duly appointed to do-so by a court-having Jurisdiction.

BE IT FURTHER RESOLVED that if thé Offlce of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having Jurisdiction, this County will provide reasonable and necessary clerical and administratlvesupport and vlctlm-witness coordination on-an as-needed basis and wlll also cover all reasonable end necessary



case expenses such as expert witnéSS- fees, trans'crlpts, eüidénte presentation, documents, lodgings, and all other expenses directly related to the prosecution of thé case.



BE' IT FURTHER RESOLVED that the Piké Codnty Board hereby agrees to partlcipåte in the service program of the Office'



of the State's Attorneys Appellate Ptosecgtor, commencing December 1, 2019 arid eliding November 30, 2020, by hereby appropriating the sum-of $8,000.00 as consideration for the express purpose-of provlding a-portion of the funds' required for financing the operation of the Office, of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office Of the State's Attorneys Appellate Prosecutor request during the Stated tWélvé month period.

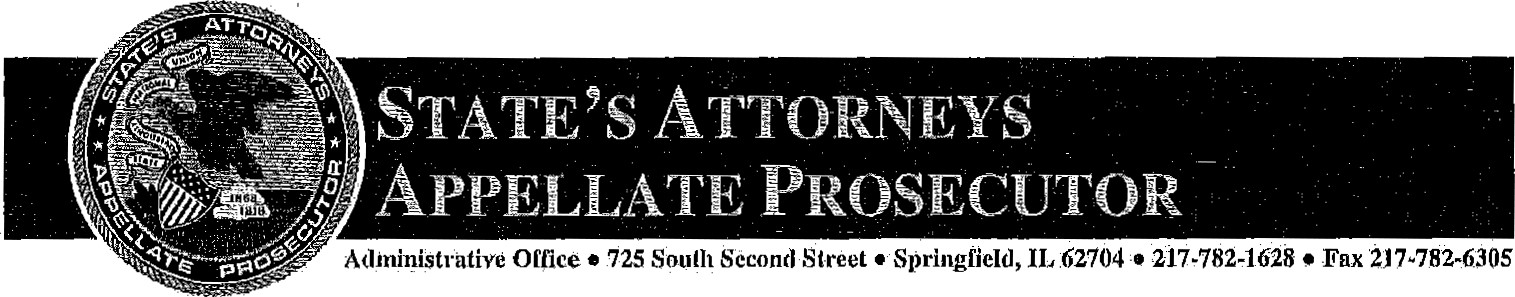
Passed and adopted by the County Board of Pike County, Illinois, thlS-



Chairman

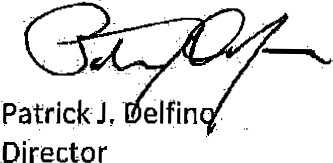
ATTEST:





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| --- | --- | --- |
| PATRICK J, DELANO |  | JUSTIN HOOD |
| DIRECTOR  DAVID J. ROBINSON |  | cHAiHMAN |
| CHIEF DEPUTY DIRECTOR  DEPUTY | October 1, 2019 |  |
| EDWARO.'R. PSENICKA | Honorable Zachary P. Boren |  |
| SECOND DISTRICT | Pike County State's Attorney |  |
| THOMAS O. ARADO  THIRD DISTRICT | Pike County Courthouse 100 E, Washington St. |  |
| DAVID J. ROBINSON  FOURTH DISTRICT | Pittsfield, Illinois 62363 |  |
| DALY  FIFTH DISTRICT | Dear State's Attorney Boren-.' |  |
| BOARD OF GOVERNORS | I  am enclosing a new Invoice Statement for Pike County in the revised amount |  |
| FIRST DISTRICT?  KIMBERLY M. FOXX  STATE'S ATTORNEY | authorized by our Board together with a proposed county resolution form. |  |
| COOK COUNTY- | When the resolution is approved, kindly return a fully executed Copy to our Agency |  |
| SECOND DISTRICT:  JOSEPH H. McMAHON | as we need it to serve as an official agreement and for audit p\_urposes. |  |
| STATE'S ATTORNEY  KANE COUNTY | As always, thank you for your active support. |  |
| MICHAEL G. NERHEIM  STATE'S ATTöRNEV  LAKE COUNTY  THIRD DESTRICT-: ANDREW J, DOYLE | Looking forward to Working with you in the upcoming |  |
| srAT\_E'S ATTORNEY  WARREN COUNTY | Very Truly Yours, |  |

STEWART J. UMHOLTZ



Director

STATE'S ATTORNEY

TAZEWELL COUNTY

FOURTH OSTRICT:

DÉN GOETTEN

STATE'S ATTORNEY

JERSEY COUNTY

GRAY H. 'NOLL STAtÉ'5 ATTORNEY

MORGAN COUNTY

JULIA A. RIETZ STATE'S

CHAMPAIGN COUNTY FIFTH PISTRICT:

JUSTIN HOOD 5TÄTE'•s ATTORNEY

HAMILTON COUNTY

BRANDON J. ZANOTTI STATE'S ATTORNEY

WILLIAMSON COUNTY

MiWw.Ilsäab.org

STATE'S ATTORNEYS

# APPELLATE PROSECUTOR

Administrative Office 725 south Second •Street , Springfield, IL 62704 217-782-1.628 • Fax 217-782-6305

PATRICK J. DELANO JUSTEN HOOD

CHAIRMAN

DIRECTOR

INVOICE STATEMENT

September 27, 2019

Honorable Zachary P. Boren Pike County State's Attorney Pike County Cöurthouse\_ 100 E; Washington St.

Pittsfield, Illinois 62363

COLLECTION OF COUNTY MATCHING FUNDS

December 1, 2019 - November 30, 2020

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: $8,000.00

Make check payable to State's Attorneys Appellate Prosecutor's County Fund and remit to:

Gloria Mundy

Chief Fiscal Officer

State's Attorneys Appellate Prosecutor

725 South Second Street

Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org,

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible, The resolution serves as your contract with the Agency and must be kept by the Agency for auditing p urposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR COUNTY CONTRIBUTIONS ONLY . . do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc,

# R E S O L U T I O N

15-00098-00-BR

Supplemental Resolution No. 1

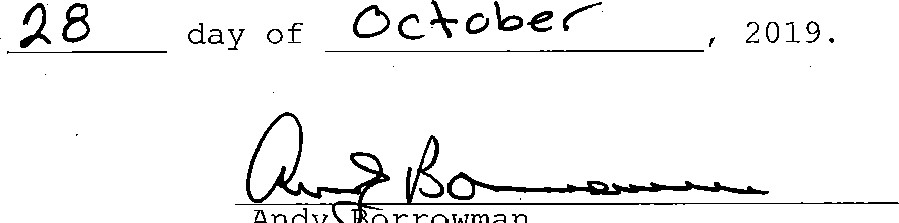
WHEREAS, the County of Pike is desirous of improving the existing deficient bridge, Structure No . 075-3002 , on County Highway 4 over Kiser Creek in Section 6, Derry Township, known as

Section 15-00098-00-BR; and

WHEREAS , it may be necessary for the County to appropriate an additional Eighty Thousand Dollars ($80, 000 . 00) of Federal Aid Matching Funds for that portion of the construction  costs for this improvement which is not covered by Surface Transportation (Rural) Program Funds and State Matching Assist

Funds; and

BE IT FURTHER RESOLVED that the County Board agrees to pass a Supplemental Resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.



Andy

orrowman,

Pike

County

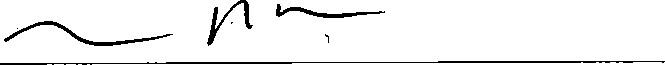
Board

Chairman

DATED

this

ATTEST : 



Natalie Roseberry,

County Clerk 

Page 1 of 2

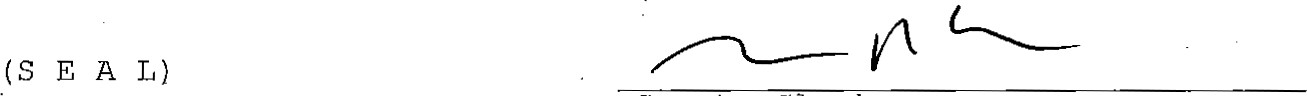
STATE OF ILLINOIS

COUNTY OF PIKE

I, Natalie Roseberry, County Clerk in and for said County, in the State of Illinois, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Pike County at its regular meeting held at Pittsfield, Illinois on the 2. g day of

2019 .

IN TESTIMONY WHEREOF, 1 have hereunto set my hand and affixed the seal of said County at my office in Pittsfield, Illinois in said County, this  day Of A.D. 2019.



County Clerk

Page 2 -of 2 

## Cindy Shaw

|  |  |
| --- | --- |
| From: | Cindy..Shäw |
| Sent: | Möndåy, October 07, 2019 3:50 PM |
| To: | MarkMountåin (m5mountäin80@yahoo.com) |
| Subject: | Update On 2015 assessment year |

Mark,

I just want toupdate you on where we are on sketching and entering the 2019 Township Assessorfs work and 2019 Quadrennial reassessment work.

As you are aware, in a Quadrennial year, each parcel is to be physically reviewed by the township assessor or his/her deputy.

At present, the following townships regular township assessment work is sketched and entered. Atlas, Kinderhook, Cincinnati, Levee.

The following townships have most of their regulär:township assessment work sketched and entered. Chambersburg, Perry, Griggsville and Barry.

The following townships have all or most oftheir Quadrennial township assessment work sketched and entered. Atlas, Kinderhook\* Cincinnati, Levee, Chambersburg, Perry and Griggsville.

This leaves approximately 18 townships- regulär ahd quadrennial work to do.

Gavin w/Klinger and Devnet are •working together on the Sny Drainage Debasement project.

With the amount of township work we have to enter, the Boärd of Review may runAater than läst year. I justwanted to inform you where we are in the 2019 assessment process.

If you have any questions, please feel free to. contact me.

Thank you,

Cindy

## Cindy A, Shaw

Tike County Supervisor of%sessments.

Pike County-Government Building 121 E. Washington St.

1

 AMENDMENT TO PIKE COUNTY ZONING ORDINANCE

Ordinance No.

WHEREAS, the Pike County Board approved and adopted a Zoning Ordinance, effective on January 1, 1974; and

WHEREAS, Petitioner, the Village of Pleasant Hill, filed with the Pike County Zoning Administrator a Petition to Re-Zone dated April 16, 2019 (hereinafter the "Petition"), involving multiple parcels as more fully described in the attached Petition and map, a complete copy of which is on file in the office of the Pike County Zoning Administrator, requesting that certain parcels be re-zoned to R2, 81, B2, and Il; and

WHEREAS, the Petition included a request that five (5) parcels, numbers 74-070-01, 74-070-01A, 74-070-02, 74070-02A, and 74-070-03, said five (5) parcels being a part of Lots 2, 3, 4, of Block 3 in Zerenberg and W(ndmiller's Addition to the Village of Pleasant Hill, said five (5) parcels being located at 204 South Bay Street, Pleasant Hill, and said five (5) parcels comprising the business known as the Stage Coach Inn and Pony Express, be re-zoned to Bl. Hereinafter these five (5) parcels shall be referred to as the "Stage Coach Inn parcels." ; and

WHEREAS, the Planning Commission voted to approve the Petition on May 9, 2019; and

 WHEREAS, the Zoning Board of Appeals, after holding a public hearing, voted to approve the Petition on June 6,

2019; and

 WHEREAS, at its regular meeting on June 24, 2019, the Pike County Board voted to approve all of the recommended parcel changes in the Petition except for the Stage Coach Inn parcels. The Pike County Board voted to defer a vote on the Stage Coach Inn parcels until it could conduct a full public hearing; and

 WHEREAS, on June 14, 2019, and again on July 3, 2019, interested parties filed with the Pike County Clerk a written protest pursuant to Section 9.4 of the Pike County Zoning Ordinance relating to the Stage Coach Inn parcels, requiring that a three-fourths (3/4) vote of all of the members of the County Board would be necessary to pass an amendment with respect to the Stage Coach parcels; and

WHEREAS, the Pike County Board held a public hearing on July 16, 2019, to consider whether to approve the requested zoning changes with respect to the Stage Coach Inn parcefs; and

WHEREAS, at its regular meeting on September 23, 2019, the Pike County Board voted 7 to 1 to approve the

Zoning Board of Appeals's recommendation with respect to the Stage Coach Inn parcels; and

WHEREAS, 7 votes constitute more than a three-fourths (3/4) majority of the Pike County Board; and

WHEREAS, Section 9.4 of the Pike County Zoning Ordinance allows for amendment of the Ordinance.

NOW, THEREFORE, BE IT ORDAINED that the Pike County Zoning Ordinance is amended as follows:

Each and every parcel contained in the Petition to Re-Zone submitted by the Village of Pleasant Hill on April 16,

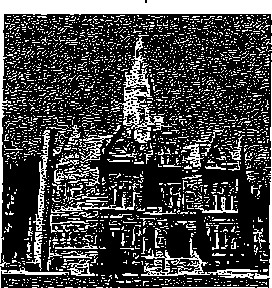
2019, is hereby re-zoned according to the Petition and its attached map; and

This re-zoning iS effective as of June 24, 2019, with respect to each parcel that the Village requested to re-zone-.in thé Petition except for the Stage Coach Inn parcels; and

The Stage Coach Inn parcels are re-zoned.to Bl effective as. of September 23, 2019.



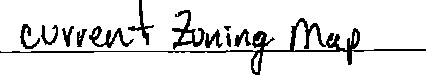
Chairman of the Board Date Cöunty Clerk Date



Pike County Zoning Office

PETITION TO RE-ZONE

|  |  |  |  |
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FROMDISTR]CWO DISTRICTS

State of Illinois)

County of Pike)

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Your petitioners respectfully petition to re-zone the following described real estate:

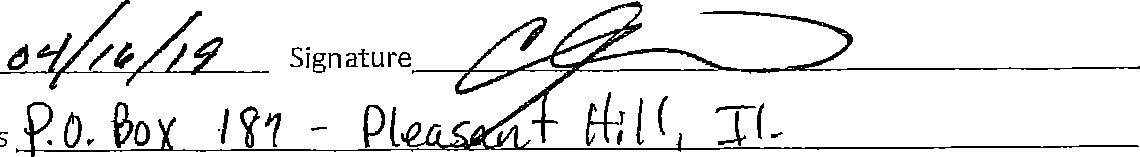
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Specific intended use of the proposed re-zoned real estate:

Said described real estate is located in township with said petitioners as legal owners of same.

Notice to be published in newspaper more than 14 days prior to public hearing. The fee of which shall be paid by the petitioner of the re-zoned request.

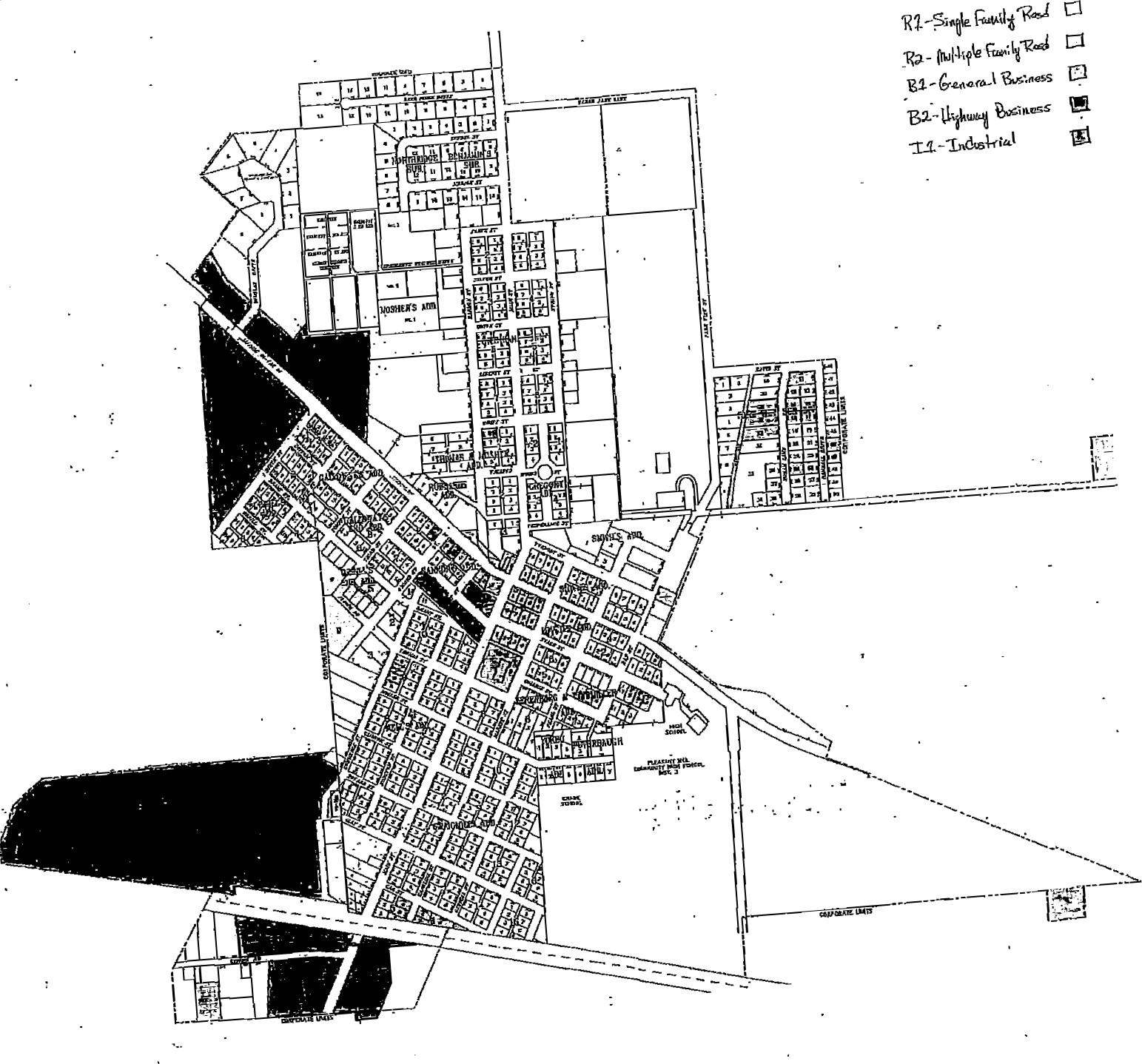
Dated

Address

Phone 0/7- 734-2/3email

Pike County Zohing Administrator— Fred Ruzich

121 E. Washington — Pittsfield, f]linois 62363 - Phone (217) 2854013





BILL BOARD REPORT

STATE OF ILLINOIS COUNTY OF PIKE

PIKE COUNTY BOARD

Monday, October 28, 2019

MR. CHAIRMAN AND MEMBERS OF THE BOARD:

THE FINANCE COMMITTEE, PUBLIC SAFETY COMMITTEE AND THE BUILDING AND GROUNDS COMMITTEE WOULD RESPECTFULLY SUBMIT THE FOLLOWING EXPENSE AND TOTALS THAT THE COUNTY CLERK HAS BEEN DIRECTED TO ISSUE CHECKS FOR THE SAME.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| |  |  | | --- | --- | | BUILDING AND GROUNDS COMMITTEE | $6,870.14 | | PUBLIC SAFETY COMMITTEE | $21,819.40 | | FINANCE COMMITTEE | $77,377.62 | | GIS | $3,017.56 | | CORONER | $1,716.50 | | SHERIFF | $39,318.31 | | REGIONAL SUPERINTENDENT OF SCHOOLS | $0.00 | | COURTS | $4,883.90 | | PROBATION | $0.00 | | COUNTY BOARD | $62,299.06 | | COUNTY CLERK | $9,930.66 | | CIRCUIT CLERK | $0.00 | | STATES ATTORNEY | $426.64 | | STATE VITAL RECORDS | $0.00 | | TREASURER | $6,184.38 | | ZONING | $1,210.30 | | ESDA | $5,390.78 | | SUPERVISOR OF ASSESSMENTS | $6,449.64 | | CODE HEARING | $1,051.30 | | ANIMAL CONTROL | $886.53 | | PUBLIC DEFENDER | $345.77 | | RABIES | $517.17 | | LAW LIBRARY FUND | $0.00 | | COUNTY CLERK DOCUMENT STORAGE FUND | $10.00 | | COURT SYSTEM FUND | $1,436.60 | | CIRCUIT CLERK AUTOMATION FUND | $1,137.63 | | JUDICIAL SECURITY | $0.00 | | COUNTY TREASURER AUTOMATION FUND | $0.00 | | CIRCUIT CLERK DOCUMENT STORAGE FUND | $586.43 | | RECORDERS SPECIAL FUND | $0.00 | | STATES ATTORNEY AUTOMATION FUND | $0.00 | | REVOLVING LOAN FUND | $0.00 | | OPERATIONS & ADMIN FUND (NON COMPUTER ACCT) | $0.00 | | GRAND TOTAL | $201,996.29 | |  |  |

Pike County Board Mileage & Per Diem

28-Oct-19

Board Meeting

23-Sep-19

 John Birch 157.54

Andy Borrowman 162.18

Amy Gates

Rodger Hannel 173.20

Tom Lewis 165.08

Mark Mountain 169.72 Derek Ross 167.40 Jim Sheppard 159.28 Mark Sprague 172.04

Total526.44

Budget

I-Oct-19

John Birch 157.54 Andy Borrowman 162.18

Amy Gates 173.20

Rodger Hannel 173.20

Tom Lewis 165.08

Mark Mountain 169.72 Derek Ross 167.40 Jim Sheppard 159.28 Mark Sprauge 172.04

Total599.64

Agriculture

10/7/2019

Andy Borrowman 162.18 Mark Mountain 159.28

Rodger Hannel

Mark Sprague 167.40

Total188.86

Labor

8-Oct-19

Andy Borrowman 162.18 Mark Mountain 169.72

Rodger Hannel 173.20 Tom Lewis 165.08

Total270.18

Budget

8-Oct-19

Andy Borrowman 12.18

John Birch 1 57.54

Amy Gates 1 73.20

Rodger Hannel23.20

Tom Lewis15.08

Mark Mountain19.72

Derek Ross

Jim Sheppard 159.28 Mark Sprague 172.04

Total332.96

Highway

9-Oct-19

Mark Mountain 169.72

Andy Borrowman 162.18

Rodger Hannel 173.20

John Birch 157.54

Total262.64

|  |  |
| --- | --- |
| Finance  9-Oct-19 |  |

Andy Borrowman p12.18 Jim Sheppard 159.28

Rodger Hannel 123.20

Amy Gates73.20

Total167.86

Building and Grounds

18-Oct-19

Andy Borrowman 162.18

Rodger Hannel 173.20 Derek Ross 167.40 Tom Lewis 165.08

Total268.48

18-Oct-19

Andy Borrowman12.18

Jim Sheppard

Amy Gates 173.20

Mark Sprague 162.04

Total147.42

Public Safety

10/18/2019

Andy Borrowman12.18

Derek Ross17.40 Amy Gates p23.20 Tom Lewis15.08

Total67.86

Labor

10/18/2019

Mark Mountain 169.72

Andy Borrowman p12.18

Tom Lewis15.08

Rodger Hanne}23.20

Total120.18

Total 2,952.52

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SEITLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is made by Roger W. Hurlbert, on his own behalf and on behalf of Sage Information Services ("Hurlbert") and Cindy A. Shaw, in her official capacity as Supervisor of Assessments of Pike County ("Shaw").

WITNESS ETH:

 WHEREAS, there is currently pending an action in the Circuit Court of the Eighth Judicial Circuit of Pike County, Illinois (the "Court") styled Roger W. Hurlbert d/b/a Sage Information

Services, Plainlffs v. Cindy A. Shaw, in her official capacity as supervisor of assessments of Pike County, Defendant, No. 2019MR83 (the "Action"); and

WHEREAS, Defendant has defended the Action; and

WHEREAS, without any admission as to fault, liability, or wrongdoing or as to the validity of the other parties' positions, and to avoid further litigation expense and the uncertainty inherent in a trial of the Action, Hurlbert, on his own behalf and on behalf of Sage Information Services, and Shaw (hereinafter "the Parties") desire to forever resolve and compromise all of the claims asserted or which could have been asserted by Plaintiffs in the Action.

NOW, THEREFORE, in exchange for the consideration set forth in this Agreement, the Parties agree as follows:

Payment. Upon approval by the Pike County Board and execution of this Agreement by all Parties, Pike County shall issue a check payable to Hurlbert, Sage information Services, and their attorney, Donald M. Craven, P.C., within Fourteen (14) days thereafter, in the total sum of One Thousand Eighty-Five and 84/100 Dollars ($ 1085.84) for amounts paid by Plaintiffs to file and serve the complaint and for the attorney's fees incurred by Plaintiffs.

1. File Disclosure. Upon execution of this Agreement by all of the Parties, Shaw shall produce to Hurlbert free of charge within Seven (7) days thereafter a digital shape file containing the parcel boundaries and parcel numbers for all of Pike County, Illinois.
2. Dismissal and Payment. In consideration of the payment and disclosure described in Sections I and 2, Hurlbert, on his own behalf, and on behalf of Sage Information Services, shall, within seven (7) days of receipt of both the payment and file disclosure, take all required action, including, but not limited to, executing and filing all necessary papers to have the Action dismissed with prejudice.
3. Attorneys' Fees & Costs. The actions of the Parties set forth above, are made to effectuate a full settlement, satisfaction and release of all claims raised or which could have been raised by Hurlbert or Sage Information Services in the Action. Hurlbert, on his own behalf, and on behalf of Sage Infomation Services, and his attorney expressly release any and all claims for attorney's fees and costs.
4. General Release by Hurlbert and Sage Information Services. Hurlbert, on his own behalf and on behalf of Sage Information Services, hereby releases, relinquishes and gives up and agrees not to directly or indirectly file, retain any recovery for, or pursue any and all claims, suits, actions and causes of action relating to any matter whatsoever, including but not limited to claims under the Illinois Freedom of Information Act (5 [LCS 140/1 el. seq.), whether known or unknown, which he or Sage Information Services now may have or hold against (a) Shaw; (b) Pike County; (c) their agents, employees, and past or present elected or appointed officials in their individual and official capacities; and (d) Pike County's insurers, including but not limited to all claims (i) which were or could havebeen alleged in the Action or (ii) relating to any conduct occurring during the course of defending or in connection with the Action, or the negotiation and execution of this Agreement.

Hurlbert, on his own behalf, and on behalf of Sage Information Services, represents and warrants that he is the sole owner of all claims that he has released in this Agreement and that he has not assigned or transferred any such claim (or any interest in any such claim) to any other person or entity, and he will indemnify, defend and hold Shaw and Pike County harmless for any damages, costs or expenses which she, it or they may incur if these representations and warranties are incorrect in any respect.

1. Confidentialib'. Hurlbert, on his own behalf and on behalf of Sage Information Services, agrees that he shall keep the settlement of the Action and the terns of the Agreement confidential, and he shall not disclose the settlement of the Action or terms of this Agreement to any person, group or entity. Hurlbert, on his own behalf and on behalf of Sage Information Services, agrees not to publicize the settlement of the Action or the terms of the Agreement in any manner, either personally or through his agents.
2. Non-Admission. The Parties understand and agree that the settlement of the Action is made for the purpose of settlement and compromise only, to avoid the cost, expense and uncertainty associated with further litigation, and without admission by Shaw or Pike County as to fault, liability, or wrongdoing, all of which are expressly denied.

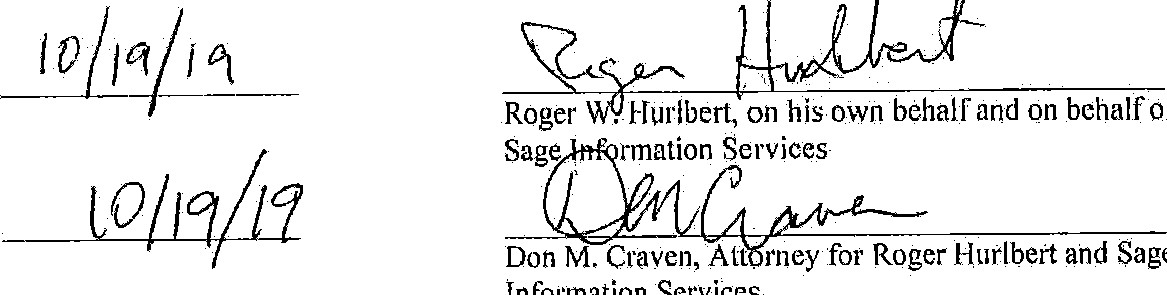
This Agreement is not and shall not be construed as evidence of or an admission by Shaw or Pike County that any claim or fact alleged by Hurlbert or Sage Information Services in the Action is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding or utilized in any manner whatsoever by Hurlbert, Sage Information Services, or any third party as an admission or concession of liability or wrongdoing of any nature on the part of Shaw or Pike County.

1. Governing Law. This Agreement shall be governed by and construed and interpreted according to the laws of the State of Illinois.
2. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter and supersedes all prior oral or written communications or agreements between the Parties concerning such subject matter. Neither this Agreement, nor any of its terms, may be changed, waived, or added to except in writing signed by all Parties. This Agreement is binding upon and inures to the benefit of the Parties and their administrators, personal representatives, legatees, heirs, next of kin, successors, and assigns of the parties.
3. Representations. The Parties represent that they: (i) have read this entire Agreement and understand its terms; (ii) have been advised in writing to consult an attorney before signing it; (iii) have been given a reasonable and adequate period of time to consider the Agreement before signing it; (iv) fully understand the terms and effect of this Agreement; (v) fully understand their right to discuss all aspects of this Agreement with an attorney of their choice; (vi) are voluntarily executing this Agreement of their own free act and deed for the purposes of inducing the payment and benefits referred to in this Agreement; and (vii) no payment or consideration has been promised to them for entering into and signing this Agreement which is not specified in this Agreement.

2

 Effective Date. This Agreement shall be effective as of the date that it is last signed by any signatory' to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.



of

Sage

Information

Services

Dated

:

Dated;

Dated:

Cindy A. Shaw, in her Official capacity as Supervisor of Assessments, Pike County Illinois

3

## FULL AND FINAL RELEASE OF ALL CLAIMS

KNOW ALL MEN: FOR AND IN CONSIDERATION of payment at this time to THE COUNTY OF PIKE of the total sum of Sixty-two Thousand Five Hundred and 00/100 Dollars ($62,500.00), the receipt and sufficiency of which is hereby acknowledged, THE COUNTY OF PIKE does severally and separately release, acquit and forever discharge THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE WIESE, individually and in their official capacity as Commissioners of the Valley City Drainage and Levee District and COUNTRY MUTUAL INSURANCE COMPANY, their agents, contractors, employees, principals, representatives, executors, administrators and attorneys of and from any and all actions, causes of action, statutory liability, negligence liability, contractual or other liability, liens, suits, debts, duties, sums of money, acts, reckonings, bonds, rights, rights of indemnity, rights of subrogation, expenses, attorneys' fees, compensation, engineering fees, consulting or other fees, contribution, set-offs, reimbursements, indemnity, subrogation specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims or demands either in law or in equity, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown damages and other losses resulting or to result from any work, grading, bulldozing and/or any other activities engaged in or done by the VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or its past or present Commissioners, agents and employees at or near the bridge commonly referred to as the White Bridge in Pike County, Illinois (where County Highway 21 crosses the South Fork of McKee Creek) in 2016 and/or 2017.

For and in consideration of the above payment, THE COUNTY OF PIKE hereby remises, releases and forever discharges and by these presents does for itself and its, successors and assigns, remise, release and forever discharge THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE WIESE, individually and in their official capacity as Commissioners of the valley City Drainage and Levee District and COUNTRY MUTUAL INSURANCE COMPANY, their agents, principals, representatives, executors, administrators, employees, contractors and attorneys of and from any and all manner of action, actions, causes and cause of action, suits, debts, sums of money and other claims and demands which THE COUNTY OF PIKE has or ever had against THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE

WIESE, individually or in their official capacity as Commissioners of the Valley City Drainage and Levee District and/or COUNTRY MUTUAL INSURANCE COMPANY, their agents, principals, representatives and/or attorneys, or which THE COUNTY OF PIKE or its successors and/or assigns hereafter can, shall or may have for, upon or by reason of any acts, failures to act, transactions, practice, conduct, matter, cause or thing whatsoever from the beginning of the world to the date hereof whether now known or hereafter discovered, or which in any way arise out of or concern any work, grading, bulldozing and any other activities engaged in or done by the VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or its past or present Commissioners, agents and/or employees at or near the bridge commonly referred to as the White Bridge in Pike County, Illinois (where County Highway 21 crosses the South Fork of McKee Creek) in 2016 and/or 2017.

In making this Release and agreement, it is understood and agreed by THE COUNTY OF PIKE that it relied wholly upon its own judgment, belief and knowledge of said actions by THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE WIESE, in their official capacity as Commissioners of the Valley City Drainage and Levee District and/or the results and effects thereof and that it has not been influenced to any extent whatever in making this Release by any representations or statements regarding said conduct, or regarding any other matters, made by the entities, persons, firms or corporations who are hereby released or by any person or persons representing it or them. THE COUNTY OF PIKE agrees this Release is being executed for the express purpose of precluding forever any further or additional claims arising out of the aforesaid actions, conduct and/or claimed damages.

It is further expressly understood and agreed that THE COUNTY OF PIKE agrees to indemnify and hold harmless THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE WIESE, individually and in their official capacity as Commissioners of the Valley City Drainage and Levee District and COUNTRY MUTUAL INSURANCE COMPANY, their respective agents, employees, heirs, devisees, personal representatives, executors, administrators, attorneys, successors and assigns from any and all claims which may be made against any of them arising out of the above-referenced conduct and/or the claimed damages. The undersigned further agrees to hold harmless and indemnify THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and

LANE WIESE, individually and in their official capacity as Commissioners of the Valley City Drainage and Levee District and COUNTRY MUTUAL INSURANCE COMPANY, their respective agents, employees, heirs, devisees, personal representatives, executors, administrators, attorneys, successors and assigns for any attorney's fees, expenses or court costs which any of them may incur in defending any claim made against any of them arising out of the aforesaid actions, conduct and/or claimed damages.

It is expressly understood and agreed that said $62,500.00 settlement payment shall be used by THE COUNTY OF PIKE solely and exclusively for the purpose of protecting or underpinning said White Bridge as alleged by THE COUNTY OF PIKE to be necessary in its Verified Complaint and First Amended Verified Complaint. No representations are made by THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE WIESE individually or in their official capacity as Commissioners of the Valley City Drainage and Levee District, as to the cost, necessity, effect, impact, necessary permits or other potential repercussions from the work to be done by or on behalf of THE COUNTY OF PIKE in protecting or underpinning said White Bridge. THE COUNTY OF PIKE assumes all risk that said costs, necessity, effect, impact, necessary permits or repercussions may be other than it believes. THE COUNTY OF PIKE further stipulates and agrees that all work protecting or underpinning said White Bridge will be completed within one (1) year from the date of the surrounding landowners' execution of necessary easements or other documents allowing said work by THE COUNTY OF PIKE to commence. It is further expressly understood and agreed that this Release does not affect, alter or otherwise satisfy the statutory duty of THE COUNTY OF PIKE to keep the White Bridge in repair and maintain it of sufficient length, depth, height above the bed of the drain or ditch and capacity to subserve the needs of the public as required by 70 'LCS 605/12-4.

It is further expressly agreed and understood that this Release and payment shall not be construed as an admission of any liability on the part of THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and LANE WIESE individually or in their official capacity as Commissioners of the Valley City Drainage and Levee District as to the cost, necessity, effect, impact, necessary permits, or repercussions from the work to be done by or on behalf of THE COUNTY OF PIKE their agents, principals, representatives, executors, administrators or attorneys, all of whom expressly deny any liability whatsoever. The Agreement is made solely to avoid the inconvenience and cost of further protracted litigation, and without any admission of liability or wrongdoing, the Parties have now agreed to compromise and to settle all claims and allegations contained in or arising out of the aforesaid actions and conduct.

THE COUNTY OF PIKE, by and through its agents, representatives, employees, Board members and attorneys agree that it will not make any disparaging statement or representation, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever concerning or regarding THE VALLEY CITY DRAINAGE AND LEVEE DISTRICT and/or BRICE LAWSON, RICHARD MYERS, STEVEN MYERS and

LANE WIESE, individually or in their official capacity as Commissioners of the Valley City Drainage and Levee District and/or its or their affiliates, agents, employees, attorneys or any other person associated with any of them. For the purpose of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication or representation to question the conduct, condition, integrity, competence, good character, or actions of the person or entity about whom the communication or presentation is made.

The Parties acknowledge and agree that the releases and discharges set forth above are general releases. THE COUNTY OF PIKE expressly waives and assumes the risk of any and all claims and/or damages which exist as of this date, but which it does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect its decision to enter into this Settlement Agreement. THE COUNTY OF PIKE further agrees that this Agreement is a complete compromise of matters involving disputed issues of law and fact. THE COUNTY OF PIKE assumes the risk that the facts or law may be other than it believes and that it may hereafter discover claims and/or facts now unknown or unsuspected, or in addition to or different from those alleged in its Verified Complaint and First Amended Verified Complaint.

Each of the parties mentioned herein expressly acknowledges that they participated in the drafting of this Release. This Release is the product of an arms-length negotiation. Each party has had the advice and assistance of competent legal counsel. Accordingly, the language contained within and comprising the substance of this Release shall not be presumed construed either in favor of or against any party on the grounds that it drafted this Release. Each party hereto shall cooperate and demonstrate to any Court that this Release together with any terms and conditions contained herein was negotiated in good

Andy Borrowman is the Pike County Board Chairman and has obtained the appropriate authority from the Pike County Board to execute this general Release so that it is binding on THE COUNTY OF PIKE in the State of Illinois.

Upon the execution of this general Release, together with the receipt of $62,500.00, THE COUNTY OF PIKE will authorize its attorney to execute a Stipulation to Dismiss and present an Order of Dismissal in the Circuit Court of the Eighth Judicial Circuit, Pike County, Illinois, Case No. 2017-MC-I.

The undersigned further states that this instrument contains the entire agreement between the parties, that this instrument was signed in full release of any and all claims, that the terms hereof are contractual and not a mere recital, and that this instrument has been read and its terms understood and is signed as the own free and duly authorized act of THE COUNTY OF PIKE.

IN WITNESS WHEREOF I have hereunto set my hand and seal thisday of 2019.



THE COUNTY OF PIKE

By: Its duly authorized representative and

County Board Chairman

(SEAL)

ANDY BORROWMAN

### STATE OF ILLINOIS

COUNTY OF PIKE

On thisday of, 2019, before me personally appeared ANDY BORROWMAN, Pike County Board Chairman, known to be the person described herein, and he executed the foregoing instrument and he acknowledged that he read and voluntarily executed the same.

NOTARY PUBLIC