

Municipality Mansfield	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Allen Henderson & Associates, Inc.
Township				Address 907 South 4 th Street
County Montgomery				City Springfield
Section 07-00125-02-RS				State Illinois

THIS AGREEMENT is made and entered into this 11th day of Dec, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Section 1e F.A.S. 732 (C.H. 17)

Route F.A.S. 732 Length ±2.50 Mi. ±13,200 FT (Structure No. _____)

Termini Project begins at a point near the N.W. corner of the S.W. ¼ of Section 31 at the Montgomery County Line and continues easterly until the Norfolk Southern Railroad Crossing in Section 33 T. 12N., R. 5W., of the 3rd P.M.

Description:
The project consists of hot mix asphalt overlay of the existing pavement and shoulder improvements where needed and other incidental items of roadway work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1a, 1g, 1i, 1k, of the ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The total cost of services to be rendered by THE ENGINEER shall not exceed \$35,314.08 providing the scope of the project does not change.

Grade Classification of Employees	Hourly Rate
Senior Civil Engineer	94.00
Civil Engineer	45.93
Senior CADD Tech	54.84
Clerical	42.80

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their signatures and seals and shall remain in effect until December 31, 2008. In event the services of the ENGINEER extend beyond December 31 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)
State of Illinois, acting by and through its

ATTEST:

By Sandy Leckheiser
Montgomery County Clerk
(Seal)

By Michael Blitt
County Board Chairman

Executed by the ENGINEER:

ATTEST:

By Christopher P. Nobles
Title Vice-President

By Mal Anderson
Title President

Approved

Date
Department of Transportation

Regional Engineer

Exhibit A
Preliminary Engineering

Route: F.A.S. 732 (C.H. 17) Farmersville Overpass
 Local Agency: Montgomery County
 Section: 07-00125-02-RS
 Project:
 Job No.:

* Firm's approved rates on file with
 IDOT's Bureau of Accounting and
 Auditing:
 Payroll Burden & Fringe Rate: 100 %
 Overhead and Expense Rate: 16.2 %
 Complexity Factor 0

Cost Estimate of Consultant's Services In Dollars

Element of Work	Employee Classification	Manhours	Payroll Rate	Payroll Costs	Payroll Burden and Fringe Costes*	Overhead and Expenses*	Services By Others	In-House Direct Costs	Profit	Total
Survey	Civil Engr	90	\$18.30	\$1,647.00	\$1,647.00	\$266.81			\$573.16	\$4,133.97
	Technician	90	\$14.70	\$1,323.00	\$1,323.00	\$214.33			\$460.40	\$3,320.73
Roadway Plans	Sr. Civil Engr	110	\$37.45	\$4,119.50	\$4,119.50	\$667.36			\$1,433.59	\$10,339.95
	Civil Engr	40	\$18.30	\$732.00	\$732.00	\$118.58			\$254.74	\$1,837.32
	Sr. Tech	90	\$21.85	\$1,966.50	\$1,966.50	\$318.57			\$684.34	\$4,935.92
Specifications/Estimates	Sr. Civil Engr	30	\$37.45	\$1,123.50	\$1,123.50	\$182.01			\$390.98	\$2,819.99
	Clerical	4	\$17.05	\$68.20	\$68.20	\$11.05			\$23.73	\$171.18
Project Report	Sr. Civil Engr	24	\$37.45	\$898.80	\$898.80	\$145.61			\$312.78	\$2,255.99
	Sr. Tech	10	\$21.85	\$218.50	\$218.50	\$35.40			\$76.04	\$548.44
	Clerical	2	\$17.05	\$34.10	\$34.10	\$5.52			\$11.87	\$85.59
Administration	Sr. Civil Engr.	32	\$37.45	\$1,198.40	\$1,198.40	\$194.14			\$417.04	\$3,007.98
	Clerical	4	\$17.05	\$68.20	\$68.20	\$11.05			\$23.73	\$171.18
QC/QA	Civil Engr.	32	\$18.30	\$585.60	\$585.60	\$94.87			\$203.79	\$1,469.86
Mileage: 9 trips at 50 miles per trip at \$0.48 per mile								\$216.00		\$216.00
Totals		558		\$13,983.30	\$13,983.30	\$2,265.29		\$216.00	\$4,866.19	\$35,314.08



Illinois Department of Transportation

MONTGOMERY COUNTY HIGHWAY DEPARTMENT RESOLUTION #31-07

County Maintenance Resolution

RESOLVED, by the County board of MONTGOMERY County, that \$800,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1st, 2008 and ending December 31st, 2008, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

STATE OF ILLINOIS

MONTGOMERY County, } ss.

I, SANDY LEITHEISER County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Date

MONTGOMERY County, at its December 11, 2007

meeting held at HILLSBORO

on December 11, 2007

Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in HILLSBORO

in said County, this 11TH day of DECEMBER A.D. 2007

Regional Engineer

(SEAL)

Sandy Leitheiser County Clerk. SANDY LEITHEISER, Montgomery County Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION #32-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#14 – Rocky Hollow Trail Bridge Piling Repairs (Rocky Hollow
Trail)(Butler Grove Twp.)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$15,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

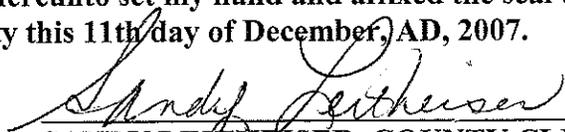
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1051 B-CA	See Attached Map	\$15,000.00

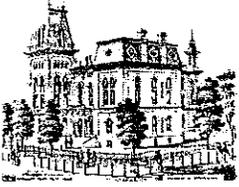
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of December, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of December, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



BILL SIELSCHOTT
FINANCE COMMITTEE CHAIRMAN
MONTGOMERY COUNTY BOARD

District 7
 704 North Jackson
 Litchfield, Illinois 62056

Date: December 11, 2007
 To: County Board Members
 From: Bill Sielschott, Finance Committee Chairman
 Re: "No Tax Due" Real Estate Tax Statements

The following are two (2) examples as to why a Montgomery County resident might receive a real estate tax statement with "No Tax Due":

1. The assessment is under \$150;
2. The exemptions are equal to or greater than the assessed value resulting in a taxable value of "0";

Example:	Total assessed value	15,645
	<i>Senior Citizen Tax Freeze Exemption</i>	<u><7,763></u>
	Equalized Assessed Value	7,882
	<i>Owner Occupied Exemption</i>	<u><5,000></u>
	<i>Homestead/Veterans Exemption</i>	<u><2,882></u>
	Taxable Value	"0"

The *Homestead Exemption* is 3,500 but only 2,882 are needed. Example #2 reflects three (3) exemptions. There are other exemptions available.

This is not the first tax year that statements reflect "No Taxes Due".

Because of the various exemptions available it is quite difficult to give the same reason for all tax statements. Any questions should be referred to Treasurer Ron Jenkins.

RESOLUTION # 07 - 40

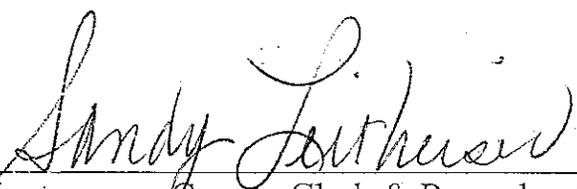
RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2006-2007 ON BIKE TRAIL PROPERTY

WHEREAS there has been presented to this Board a bill due on Property #12-000-405-05, which describes the Green Diamond Bike Trail in Pitman Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2006 payable 2007 be voided.

Approved by the Montgomery County Board on the 11th day of December 2007.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

F I L E D
DEC 11 2007

COUNTY CLERK
Sandra Leitheiser

A copy of this resolution is to be provided to the following:

- Montgomery County Treasurer/Collector, Ron Jenkins
- Montgomery County Trustee, Dennis Ballinger
- Montgomery County Clerk & Recorder, Sandy Leitheiser
- Montgomery County Chief Assessment Officer, Julia Kiefer

Building Assessment Options 1-3Option #1 –

- Add to New Courthouse of 18,630 square feet limited renovation of Old Courthouse of about 5,500 square feet.
- About \$2.6 million for the New Courthouse
- About \$1.5 million for the Old Courthouse
 - * Tuck pointing outside
 - * Stair tower and Board room preservation
- Plus design fees and contingency fees would come to \$4.8 million

Option #2 –

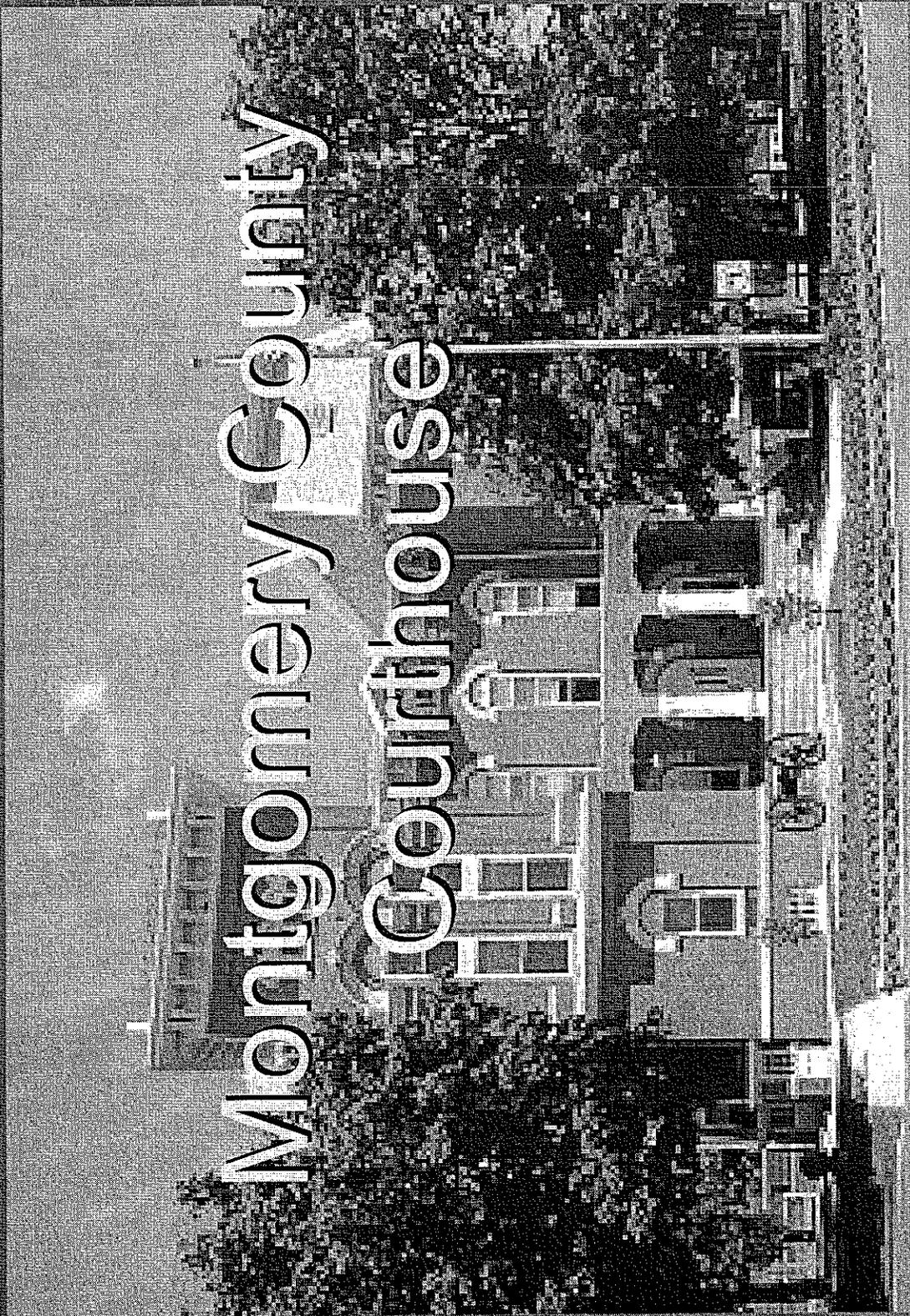
- Add to the New Courthouse of 21,636 square feet limited renovation
- New Courthouse addition \$3.0 million (1.5 years to complete addition)
- Old Courthouse renovations (3 stages)
 - 1) Extreme Improvement, tuck-point, stair tower, hide A/C units and 1st floor renovation \$1 million
 - 2) Preservation of main hall and mechanical upgrades \$300,000 raise ceiling of board room
 - 3) Raising 2nd floor to be same level of board room and renovate the rest of the offices in the building \$1.1 million.
- Occur over a period of 5 to 8 years
- Total cost \$6.5 million

Option #3 –

- Complete renovation of Old Courthouse
- No addition to New Courthouse
- To make option 3 work:
 - * ROE out of building
 - * SOA will also have to be moved
 - * Work will occur in stages
- \$2.8 million does not include needed space

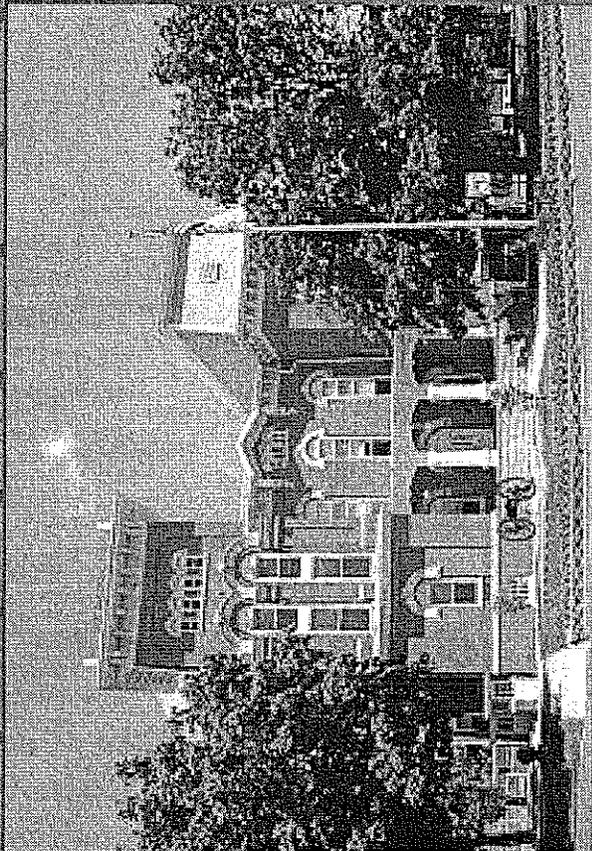
Hurst-Rosche design plan book on file for review in Coordinating Office

Montgomery County Courthouse



Objectives

- Provide adequately sized and well equipped working facilities for all county offices.
- Renovate and restore the main hall, front stair tower, 2nd floor courtroom and exterior of the courthouse back to its historical nature.
- Clean up the exterior of the courthouse, including the addition of ADA accessible ramps and entrances as well as hide or move the mechanical equipment that is located on or around building.



Process

Conduct Interviews

Analysis of Information

Programming

Recommendations

Due to overcrowding and possible future growth of the offices located in the courthouse, measures must be taken to provide an adequately sized work environment for employees.

Options

- Option 1 – Courts Building Addition (18,000sf) and Courthouse Preservation (limited to public areas and new ROE offices).
- Option 2 – Courts Building Addition (21,000sf) and complete Courthouse Preservation/Renovation.
- Option 3 – Complete Courthouse Renovation/Preservation (move ROE and SOA out of building)

Option 1

- Addition to Courts Building of 18,630sf accompanied by limited renovation of Old Courthouse (approx. 5,500sf)
- \$2.6M for Courts Building Addition
- \$1.6M for Old Courthouse Renovations
 - Tuckpoint exterior
 - Preservation of Stair Tower and Courtroom
- Total Cost of \$4.8M including fees and contingencies

Option 2

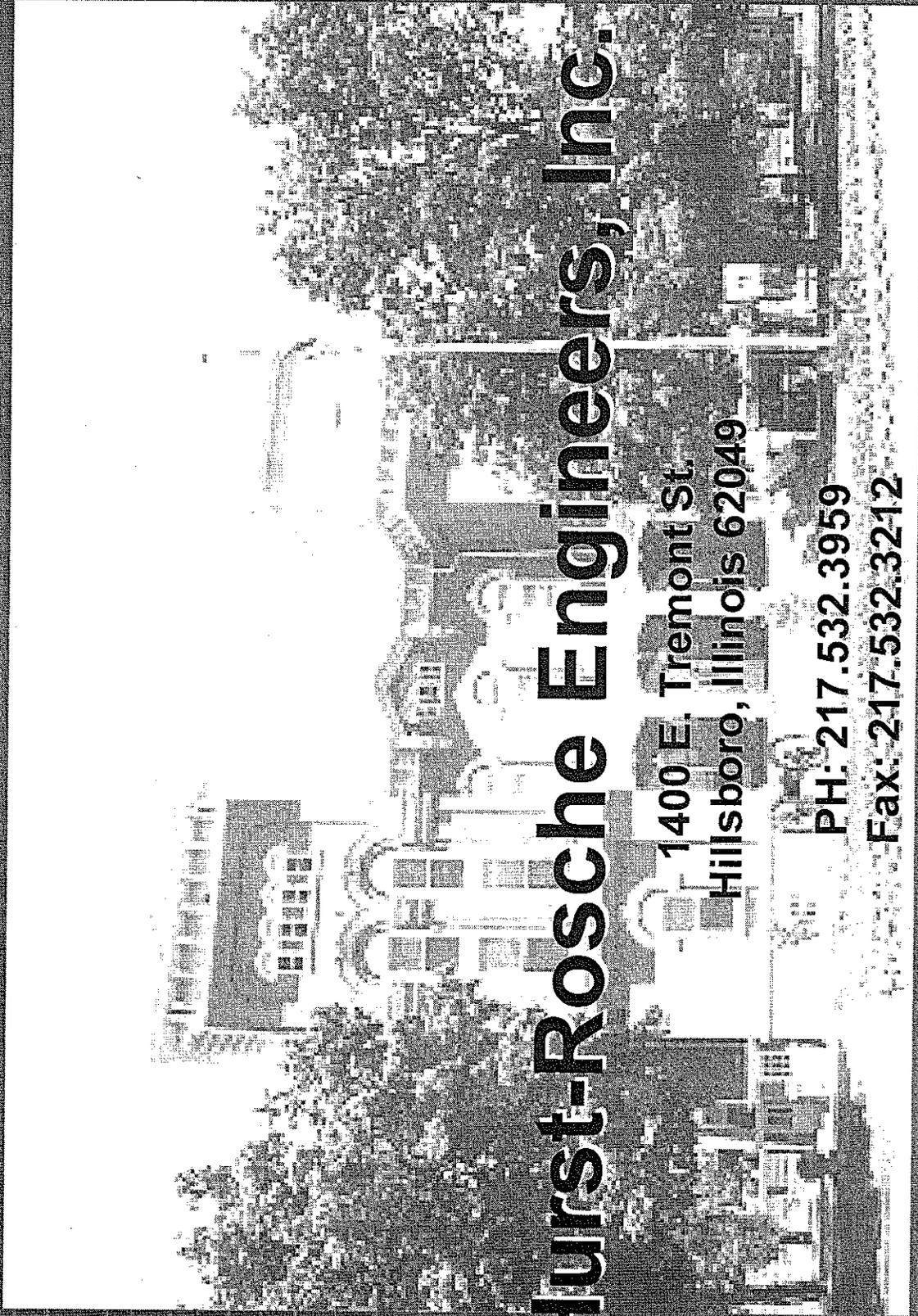
- Addition to Courts Building of 21,636sf accompanied by limited renovation of Old Courthouse in three phases
- \$3.0M for Courts Building Addition (approximately 1.5 years to complete addition)
- Old Courthouse Renovations
 - \$1.0M Phase 1 – Exterior Improvements, first floor office renovations and MEP upgrades
 - \$300K Phase 2 – Main Hall and Courtroom renovations
 - \$1.1M Phase 3 – Raise 2nd floor to level of board room and complete office renovations
- Work would occur over a period of 5 to 8 years
- Total Cost of \$6.5M including fees and contingencies

Option 3

- Complete renovation/restoration of Old Courthouse
- No addition to the Courts Building
- Would require:
 - ROE relocated to separate facility
 - SOA relocated to separate facility
 - Renovations staged to allow for continued occupation of building during construction
- \$2.9M including design fees and contingencies
 - Does not include costs for acquisition of additional space in a separate facility for the ROE and SOA

Summary

- Options 1 & 2 more expensive but more appropriate solutions
- Option 3 primary benefit is fresh look to work space
- Option 2 provides the greatest long term benefit and most complete preservation of the historic courthouse



Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.
Hillsboro, Illinois 62049

PH: 217.532.3959

Fax: 217.532.3212

MONTGOMERY COUNTY ORDINANCE NO. 08-01

TRUANCY

SECTION 1: PURPOSE

Absenteeism from school by students under the age of 17 has become a significant problem, and in many instances police records establish that persons over the age of 7 and under the age of 17 who are frequently absent from school become involved in offenses of vandalism, drug abuse, alcohol consumption, disorderly conduct, and other offenses constituting crimes in the State of Illinois. The purpose of this Ordinance is to take appropriate action to cause a reduction in absenteeism from school by students over the age of 7 and under the age of 17.

SECTION 2: DEFINITIONS

For purposes of this Ordinance, the following terms are defined as set forth below:

(a) MONTGOMERY COUNTY SCHOOL DISTRICT. Montgomery County School District is hereby defined to be one or more of the following school districts or portions of the following school districts situated in Montgomery County, Illinois:

- Hillsboro Community Unit School District #3
- Litchfield Community Unit School District #12
- Nokomis Community Unit School District #22
- Panhandle Community Unit School District #2

(b) MONTGOMERY COUNTY STUDENT. A Montgomery County Student is hereby defined to be a public school student over the age of 7 and under the age of 17 enrolled in one of the Montgomery County School Districts.

(c) PARENT/GUARDIAN. Parent/Guardian is hereby defined to be the natural parent, legal guardian, or other person having custody or control of a Montgomery County Student.

(d) TRUANT OFFICER. The Truant Officer shall be the Truant Officer employed by Montgomery County (Regional Office of Education) or the Montgomery County School Districts under 105 ILCS 5/3-13.

(e) TRUANT. A truant is hereby defined as a Montgomery County Student who is absent from attendance in school for a school day, or part of a school day, without valid cause for absence.

(f) **VALID CAUSE FOR ABSENCE.** A valid cause for absence shall be illness, observation of a religious holiday, a death in the immediate family, a family emergency, and shall include such other situations beyond the control of the Montgomery County Student as determined by the Board of Education of the Montgomery County School District in which the student is enrolled, or such other circumstances which cause reasonable concern to the Parent/Guardian for the safety or health of the Montgomery County student.

(g) **CHRONIC OR HABITUAL TRUANT.** A chronic or habitual truant shall be a Montgomery County Student over the age of 7 and under the age of 17 who is absent without valid cause from attendance for 10% or more of the previous 170 regular attendance days in school.

(h) **KNOWINGLY.** Knowingly is hereby defined to exist (i) when a Parent/Guardian has conscious awareness, or has a substantial probability of the existence of the fact, that his or her Montgomery County student is a truant or (ii) after a Parent/Guardian receives verbal or written notice (including notice by telephone) that his or her Montgomery County student is a truant.

SECTION 3: VIOLATION/PENALTIES

(a) It shall be unlawful for any Montgomery County Student to be absent from attendance, without valid cause for absence, for all or any part of a school day in the Montgomery County School District in which the student is enrolled as a full-time student. Any Montgomery County Student violating the foregoing terms of this Ordinance shall be in violation of a petty offense and subject to the following fines, upon conviction:

- (i) A fine of \$25.00 for a first offense;
- (ii) A fine of \$50.00 for the second offense; and
- (iii) A fine of \$100.00 for the third offense.

Each day or a portion of each day upon which a violation occurs shall constitute a separate offense.

(b) It shall be unlawful for any Parent/Guardian to knowingly permit a Montgomery County Student to be absent from attendance, without valid cause for absence, for all or any part of a school day in the Montgomery County School District in which the student is enrolled as a full-time student. Any Parent/Guardian violating the foregoing terms of this Ordinance shall be in violation of a petty offense and subject to the following fines, upon conviction:

- (i) A fine of \$25.00 for a first offense;

(ii) A fine of \$50.00 for the second offense; and

(iii) A fine of \$100.00 for the third offense.

Each day or a portion of each day upon which a violation occurs shall constitute a separate offense.

(c) A Montgomery County student and the student's Parent/Guardian may be charged and convicted of violating this ordinance when the student shall be found absent without valid reason in violation of this Ordinance. However, the payment of the fine imposed for a given incident by either the Montgomery County Student or the Parent/Guardian shall relieve the non-paying party from any obligation to pay fines arising from the same incident.

(d) No conviction shall be entered or fine imposed upon any Montgomery County Student or Parent/Guardian for a violation of this ordinance where such student is:

(i) attending a parochial or private school for the entire time it is in session during its regular school term; or

(ii) attending or otherwise participating in an alternative education or home schooling program for the entire time such program shall be in session or operation.

SECTION 4: ENFORCEMENT

Citations for violation of this Ordinance may be issued by any Truant Officer employed by any Montgomery County School District, and/or Montgomery County through the Regional Office of Education Truant Officers, a Sheriff or any Deputy Sheriff of Montgomery County, and any police officer of any city or village situated within any Montgomery County School District. All citations for violations of this Ordinance shall be the property of Montgomery County, Illinois. Each Montgomery County School District is now assuming partial responsibility for the payment of the salary of the Truant Officer employed by Montgomery County through the Regional Office of Education. All citations will be forwarded to the Montgomery County State's Attorney for prosecution as a petty offense.

SECTION 5: OPERATION

The terms and provisions of this Ordinance shall be in addition to, not in substitution of or in replacement for, any of the other provisions, laws, or regulations concerning truancy. Such other provisions and regulations include without limitation, the following:

- (a) 105 ILCS 26-10
- (b) 105 ILCS 5/26-11
- (c) 105 ILCS 5/26-7 through 5/26-8(b)

- (a) Applicable provisions of the Illinois School Code of the Juvenile Court Act of 1987 concerning a chronic or habitual truant.
- (b) Any other applicable provisions of the Juvenile Court Act of 1987 for the State of Illinois, including 105 ILCS 405/3/33 (Truant Minor Need of Supervision).

SECTION 6: IMPLEMENTATION

This Ordinance shall be effective upon its lawful adoption by the County Board of Montgomery County, Illinois and the Board of Education of one or more of the Montgomery County School Districts. The Ordinance shall be binding upon each Montgomery County School District when adopted and approved by the Board of Education for that Montgomery County School District. If any one or more of the Boards of Education of the Montgomery County School Districts fail or decline to adopt this Ordinance, such failure or declination shall not affect the enforceability of this Ordinance for those Montgomery County School Districts wherein the Board of Education adopted this Ordinance. The Ordinance may also be adopted and approved by any city or village situated within any Montgomery County School District, with the understanding that the enactment or declination of any city or village to adopt this ordinance shall not affect enforcement of this Ordinance if it is adopted by the County Board of Montgomery County, Illinois and the Board of Education for the Montgomery County School District in which the city or village is situated. The adoption and implementing of the terms of this Ordinance shall be deemed an intergovernmental agreement under 5 ILCS 220/3 and related statutes.

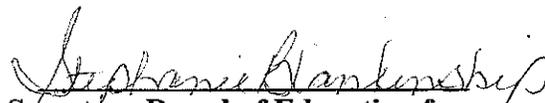
ADOPTED AND APPROVED THIS 8th DAY OF January, 2008.

Mike Plunkett
MIKE PLUNKETT, CHAIRMAN

Sandy Lettner
SANDY LETTNER
COUNTY CLERK

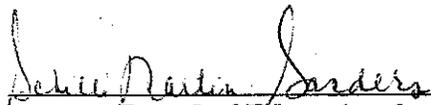
Certificate of Passage of Ordinance by Local School District Board of Education

I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Litchfield Community School District No. 12 of Montgomery County, Illinois, at its regularly scheduled meeting on March 11, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.


Secretary Board of Education for
Community Unit School District
Number 12.
Montgomery County, Illinois

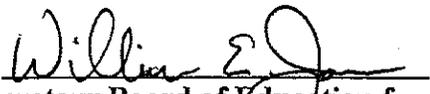
Certificate of Passage of Ordinance by Local School District Board of Education

I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Panhandle Community School District No. 2 of Montgomery County, Illinois, at its regularly scheduled meeting on Feb. 11, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.


Secretary Board of Education for
Community Unit School District
Number 2.
Montgomery County, Illinois

Certificate of Passage of Ordinance by Local School District Board of Education

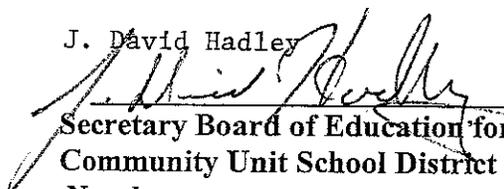
I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Hillsboro Community School District No. 3 of Montgomery County, Illinois, at its regularly scheduled meeting on April 8, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.


Secretary Board of Education for
Community Unit School District
Number 3.
Montgomery County, Illinois

Certificate of Passage of Ordinance by Local School District Board of Education

I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Nokomis Community School District No. 22 of Montgomery County, Illinois, at its regularly scheduled meeting on Mar. 18, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.

J. David Hadley


Secretary Board of Education for
Community Unit School District
Number 22
Montgomery County, Illinois

Municipality Montgomery County	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	Name Hurst-Rosche Engineers, Inc.
Township Zanesville			Address 1400 East Tremont Street
County Montgomery			City Hillsboro
Section 08-19119-00-BR			State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Ogden/Rossi Road RR Crossing (AAR/DOT #480 042J, RR Milepost 428.69-WA)

Route _____ Length _____ Mi. _____ FT (Structure No. _____)

Termini _____

Description:
Complete survey and prepare plans and specifications for modifications to the Ogden/Rossi Highway-Rail Grade crossing.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1h, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
c. <input checked="" type="checkbox"/> * will be invoiced hourly with a NTE \$ 19,090.10	_____	%
In accordance with the attached 2008 Fee Schedule	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 4h, 4j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 10 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and the approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Andy Luthersci
Montgomery County Clerk
(Seal)

COUNTY BOARD CHAIRMAN
By [Signature]
Title Chairman of County Board

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

ATTEST:

Hillsboro, IL 62049

By [Signature]
Title Mark A. Reitz, PE

By [Signature]
Title Thomas G. Baker, PE, President

Approved

Date
Department of Transportation

Regional Engineer

Fee Schedule
Hurst-Rosche Engineers, Inc.
Effective January 1, 2008

CLASSIFICATION	HOURLY RATE*
Engineer IV	130.00
Engineer III	103.00
Engineer II	85.00
Engineer I	67.00
Architect IV	117.00
Architect III	93.00
Architect II	71.00
Architect I	59.00
Engineering Technician VI	99.00
Engineering Technician V	82.00
Engineering Technician IV	74.00
Engineering Technician III	60.00
Engineering Technician II	55.00
Engineering Technician I	43.00
CADD Technician IV	65.00
CADD Technician III	53.00
CADD Technician II	47.00
CADD Technician I	38.00
Clerical	42.00
Professional Land Surveyor IV	111.00
Professional Land Surveyor III	82.00
Survey Party Chief	67.00
Rodman	37.00
Survey (GPS)	115.00

Project-related travel is \$0.48 per mile. All other direct charges included a 15% handling fee.

* The hourly rate includes payroll burden, fringe benefits, overhead and profit.

RESOLUTION NO. 08-02

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 10-002-074-00

as described in Certificate No. 000171 sold November 22, 2004.

WHEREAS, a public auction was held December 4, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of February, 2008.

Michael S. Platt
CHAIRMAN

ATTEST:

Sandy Leithner
Clerk of the Board

Permanent Index No.: 10-002-074-00

**ATTACHMENT
LEGAL DESCRIPTION**

The West Half (W1/2) of the North Half (N1/2) of Block Four (4) and the North (N) Thirty (30) feet of the South Half (S1/2) of the West (W1/2) of Block Four (4) of Haller's subdivision of Block Five (5) lying West (W) of the center line of said lot, except coal and coal rights in said premises heretofore sold and conveyed; and subject to the fact that a small strip of the latter described tract has heretofore been conveyed to the State of Illinois for hardroad purposes; all in J.E. Haller's subdivision of Block Five (5) in Miller and Young's Second Addition to Nokomis according to the recorded plat thereof, situated in Montgomery County, Illinois.

DEED

200800043912
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
02-13-2008 At 01:04 pm.
TAX DEED NO .00
OR Book 1242 Page 120 - 122
Instrument Book Page
200800043912 OR 1242 120

Return Deed &
Mail Tax Statement To:

City of Nokomis, a body politic
22 S. Cedar Street
Nokomis, IL 62075

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: CITY OF NOKOMIS, A BODY POLITIC

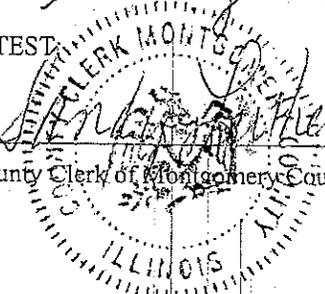
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 10-002-074-00 / 08-14-455-008

Grantee to assume payment of the taxes for the year 2008 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 12th day of February, 2008.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Michael Plunkett
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

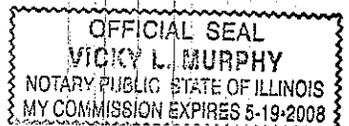
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL PLUNKETT, CHAIRMAN OF THE COUNTY BOARD MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such chairman of the County Board of Montgomery County, Illinois, caused the corporate seal of said County of Montgomery, Illinois, to be affixed thereon, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of February 2008.

"Exempt under provisions of Paragraph F,
Section 4, Real Estate Transfer Act."

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



Permanent Index No.: 10-002-074-00

ATTACHMENT
LEGAL DESCRIPTION

The West Half (W1/2) of the North Half (N1/2) of Block Four (4) and the North (N) Thirty (30) feet of the South Half (S1/2) of the West (W1/2) of Block Four (4) of Haller's subdivision of Block Five (5) lying West (W) of the center line of said lot, except coal and coal rights in said premises heretofore sold and conveyed; and subject to the fact that a small strip of the latter described tract has heretofore been conveyed to the State of Illinois for hardroad purposes; all in J.B. Haller's subdivision of Block Five (5) in Miller and Young's Second Addition to Nokomis according to the recorded plat thereof, situated in Montgomery County, Illinois.

Physical Address: 214 Blue St, Nokomis, IL 62075

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL
PLAT ACT - AFFIDAVIT
TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY
765 ILCS 205/1 States in part:

Instrument Book Page
1242 122

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois)
County of Montgomery) SS.

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

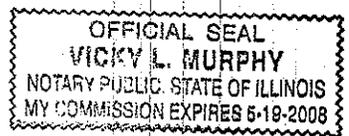
- 1. Not a division of land (parcel already has an existing county real estate tax identification number)
- 2. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;

The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

Sandy Luthuser
Affiant Signature
Subscribed and Sworn to before me this 12th day of February, 2008.
Vicky L. Murphy
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:
 Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENTP.O. Box 1452
Decatur, Illinois 62525
Telephone (217) 429-5050

DATE: February 5, 2008

FROM: Montgomery County Board

TO: Montgomery County Clerk – Sandy Leitheiser
Montgomery County Supervisor of Assessments – Julie Kiefer
Montgomery County Treasurer/Collector – Ronald Jenkins

RE: Voiding of Tax Year 2006 Tax Bills

Notice to County Officials:

The County has acquired certain properties in accordance with the delinquent tax sale procedure and in accordance with the property tax code 35 ILCS, Sec 200/21-90, Sec 200/21-95, Sec 200/21-100, and Sec 200/21-105.

The County Board of Montgomery County requests the voiding of the tax bills for the parcels on the attached exhibit.

Approved by the Montgomery County Board on the 12th day of February, 2008.


County Board Chairman, Mike Plunkett


Finance Committee Chairman, Bill Sielschott

Attest by: 
Montgomery County Clerk, Sandy Leitheiser

ATTACHED EXHIBIT
MONTGOMERY COUNTY TRUSTEE
2006-TAX VOID LIST

<u>Item</u>	<u>Parcel Number</u>	<u>Item</u>	<u>Parcel Number</u>
1	01-000-876-00	50	11-100-059-26
2	02-000-215-00	51	11-100-059-34
3	02-000-544-00	52	11-100-059-36
4	02-000-550-00	53	11-100-059-39
5	02-000-550-05	54	11-100-059-42
6	02-000-550-10	55	11-100-059-43
7	02-000-554-01	56	11-100-059-46
8	02-000-555-00	57	11-100-059-47
9	02-000-556-00	58	11-100-059-48
10	02-000-557-00	59	11-100-059-50
11	02-000-559-00	60	11-100-059-51
12	02-000-560-00	61	11-100-059-52
13	02-000-561-00	62	11-100-059-56
14	02-000-562-00	63	11-100-059-60
15	02-000-563-00	64	11-100-059-77
16	02-000-564-00	65	11-100-059-78
17	02-000-565-00	66	11-100-059-96
18	02-000-566-00	67	12-000-411-00
19	02-000-569-00	68	12-000-412-00
20	02-000-627-00	69	12-000-414-00
21	03-000-465-38	70	12-000-416-00
22	04-001-175-02	71	12-000-417-00
23	04-001-220-00	72	12-000-418-00
24	04-001-256-00	73	12-000-419-00
25	06-000-908-00	74	12-000-419-10
26	07-000-177-00	75	12-000-424-00
27	08-100-013-00	76	13-000-441-01
28	08-100-306-50	77	16-000-750-00
29	08-100-707-93	78	16-002-012-00
30	08-100-707-94	79	17-000-561-00
31	08-100-707-98	80	18-000-638-00
32	08-103-795-00	81	18-000-639-00
33	08-202-448-00	82	18-000-658-00
34	08-202-488-00	83	18-001-114-00
35	09-000-735-00		
36	09-000-826-00		
37	10-002-074-00		
38	11-100-059-00-10		
39	11-100-059-00-14		
40	11-100-059-00-27		
41	11-100-059-00-29		
42	11-100-059-00-45		
43	11-100-059-00-57		
44	11-100-059-07		
45	11-100-059-12		
46	11-100-059-13		
47	11-100-059-15		
48	11-100-059-17		
49	11-100-059-20		

PERSONNEL RESOLUTION

BE IT RESOLVED by the County Board of Montgomery County, herein referred to as the "Board," that the following rules and regulations shall govern, but not be limited to, the appointment, classification, salary, promotion, dismissal and conditions of employment of the employees of the County.

BE IT FURTHER RESOLVED by the Board, that although it is not necessary for employees to live within Montgomery County, preference will be given to those qualified individuals who do reside within the County. All new employees will serve a six (6) month probationary period.

BE IT FINALLY RESOLVED, that the Board give thirty (30) days notice as to suggested changes, modifications or termination in policies, regulations and procedures outlined within this manual to Elected Officials and representatives of the employees so discussions may be held with people affected by the changes, modifications or termination in policies, regulations and procedures.

Approved and adopted by the County Board of Montgomery County, Illinois, this 12th day of February, 2008.

Michael R. Bell
Chairman

ATTEST: *Andy Leithaiser*

FILED
FEB 14 2008

Sandra Leithaiser COUNTY CLERK

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 01-08**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE VARIOUS COUNTY
HIGHWAYS**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$76,900.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

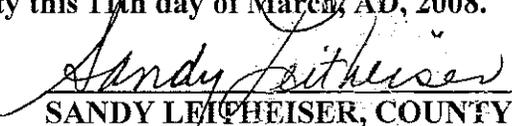
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1053 B-CA Location A, B, C, D, E, F, G, H, I, J, K, & L	See Attached Maps	\$76,900.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

AUDUBON R. D.
R. 1 W., T. 9 N., T

TO PANA R. 1 W.

OHLMAN
POP. 193

FAYETTE
SANGAMON R.

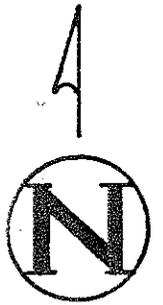
MERIDIAN
T. 10 N. COUNTY

Loc. A

PRINCIPAL

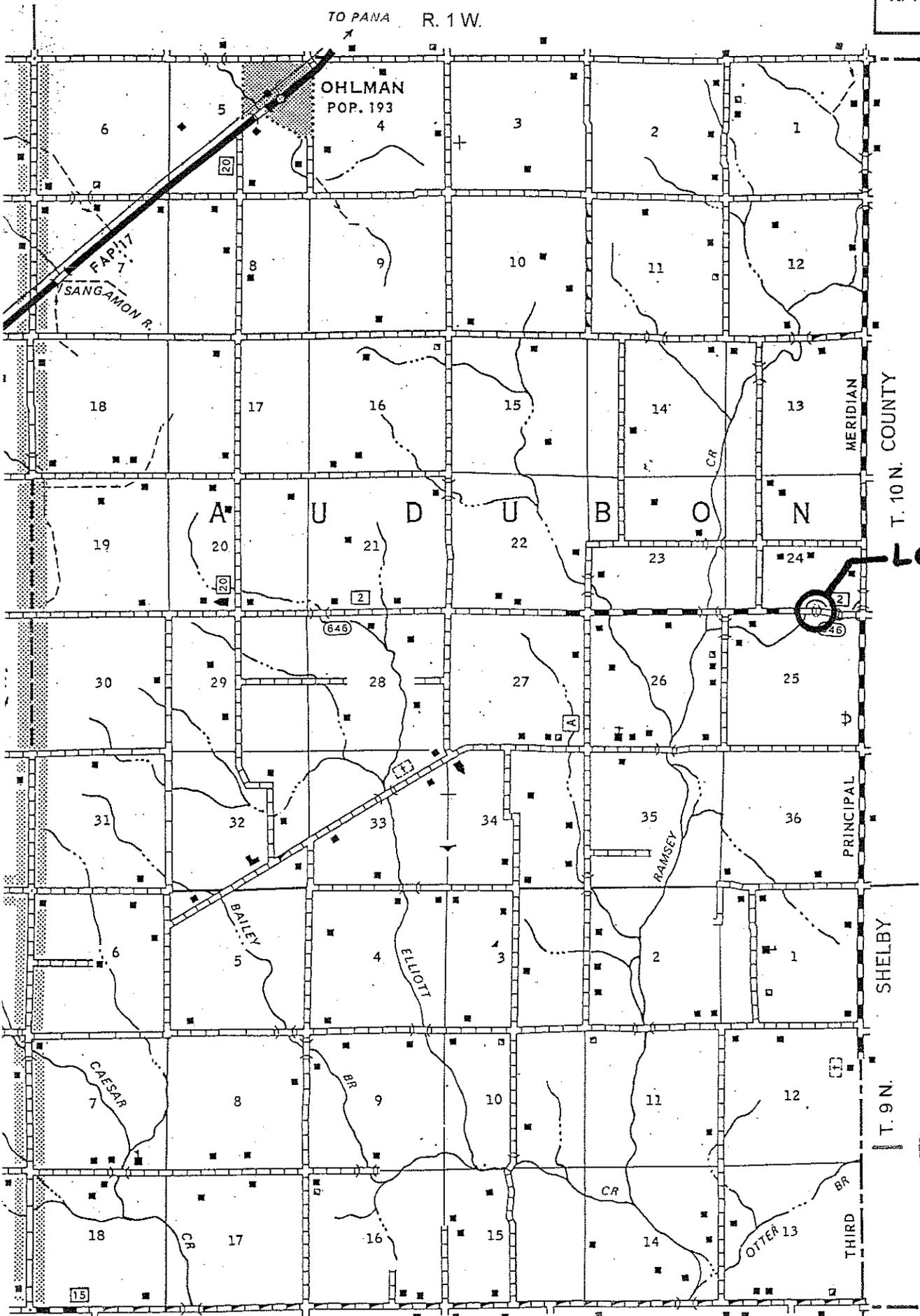
SHELBY

T. 9 N.



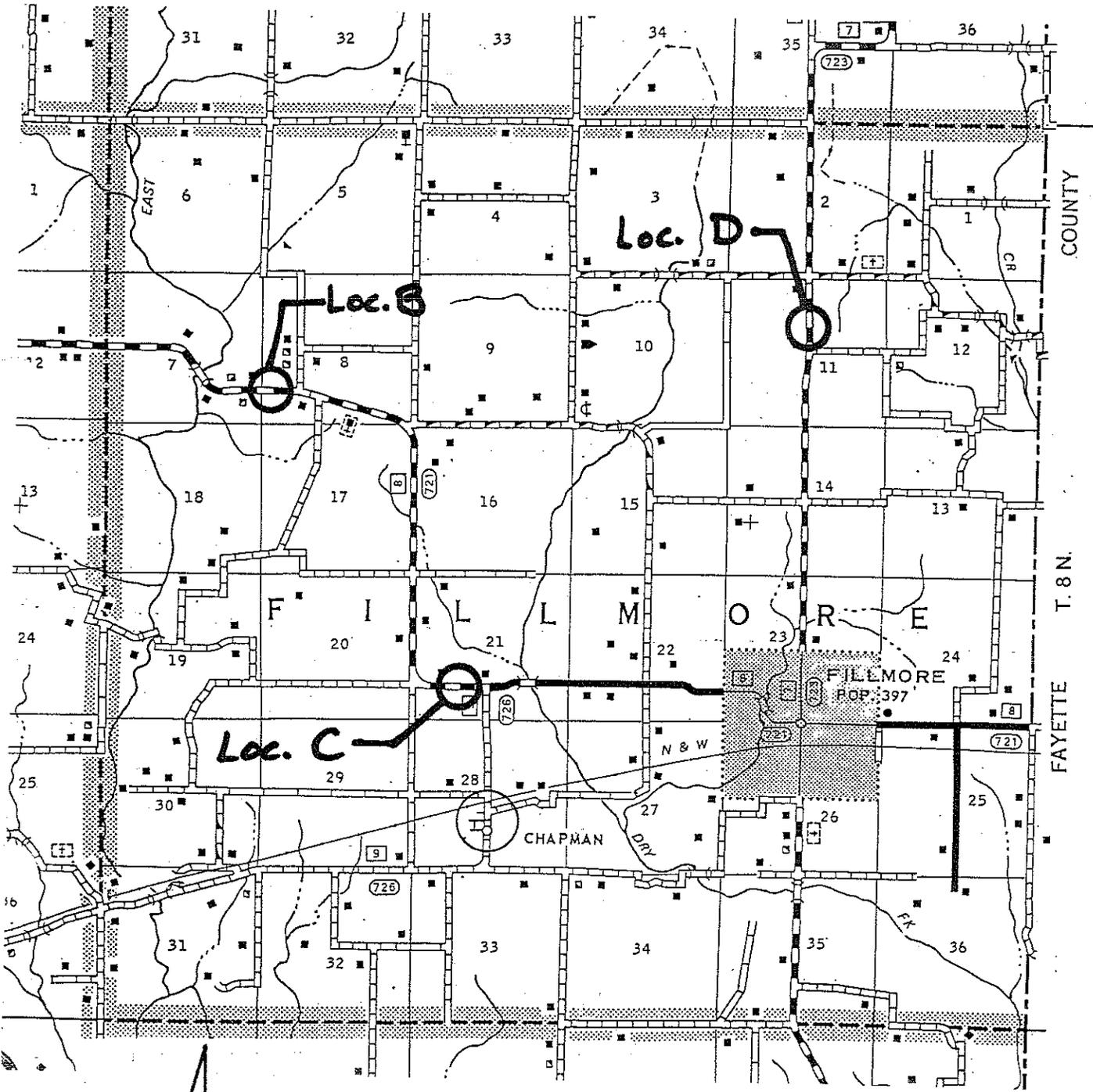
FAYETTE

COUNTY



FILLMORE R. D.
R. 2 W., T. - 2 W.

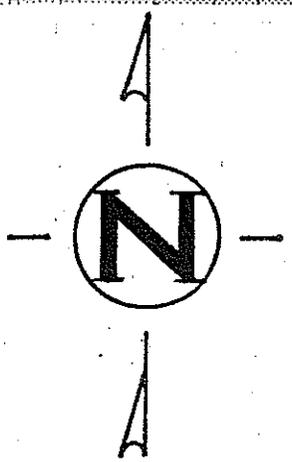
R. 2 W.



FAYETTE COUNTY

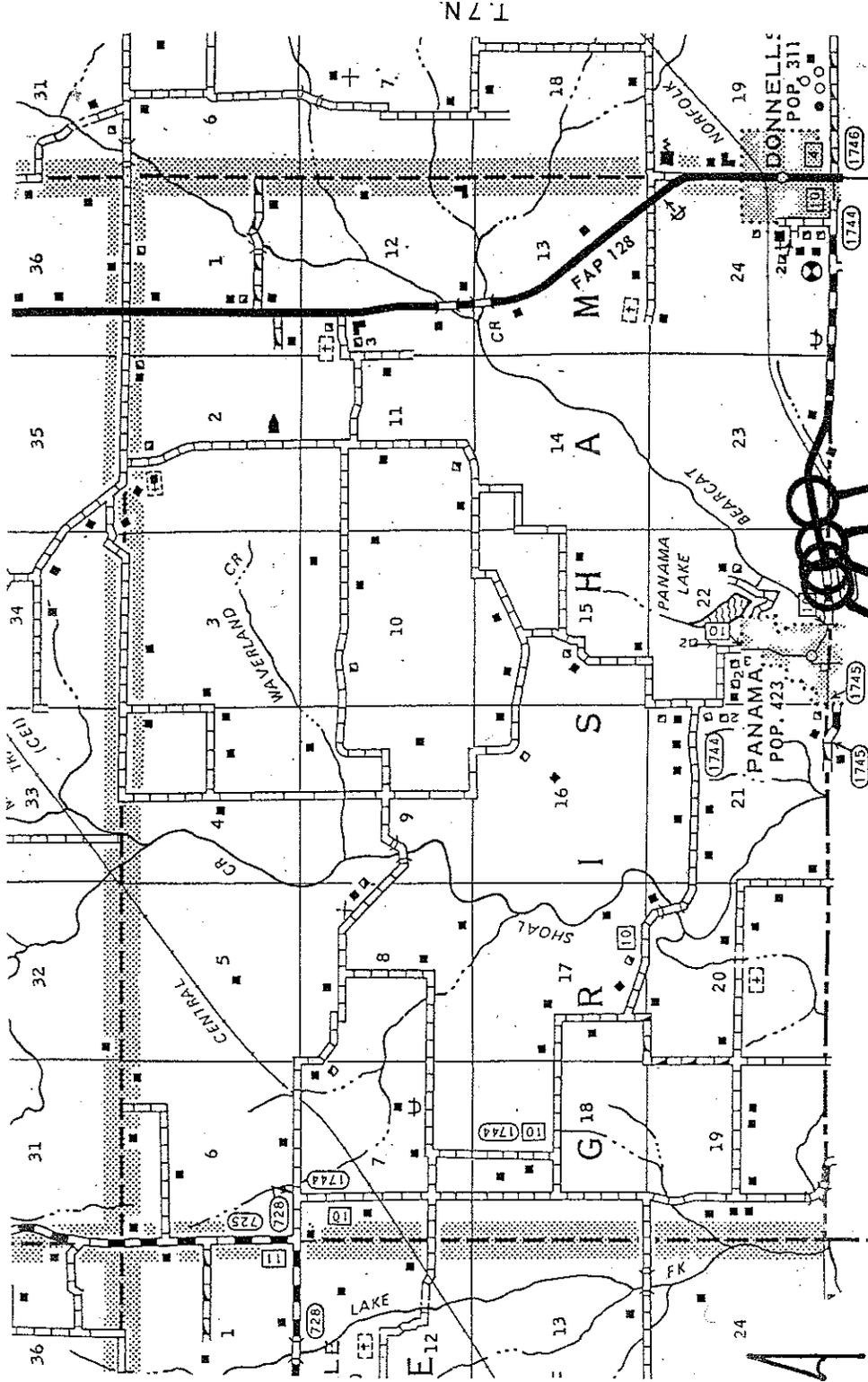
T. 8 N.

FAYETTE COUNTY

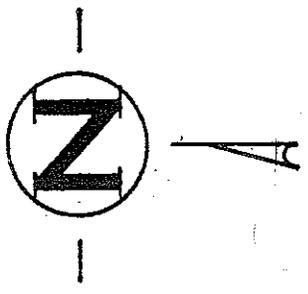


GRISHAM R. D.
R. 4 W., T. 7 N.

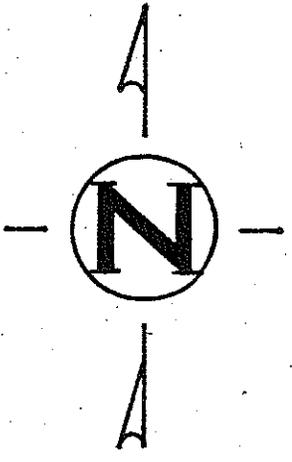
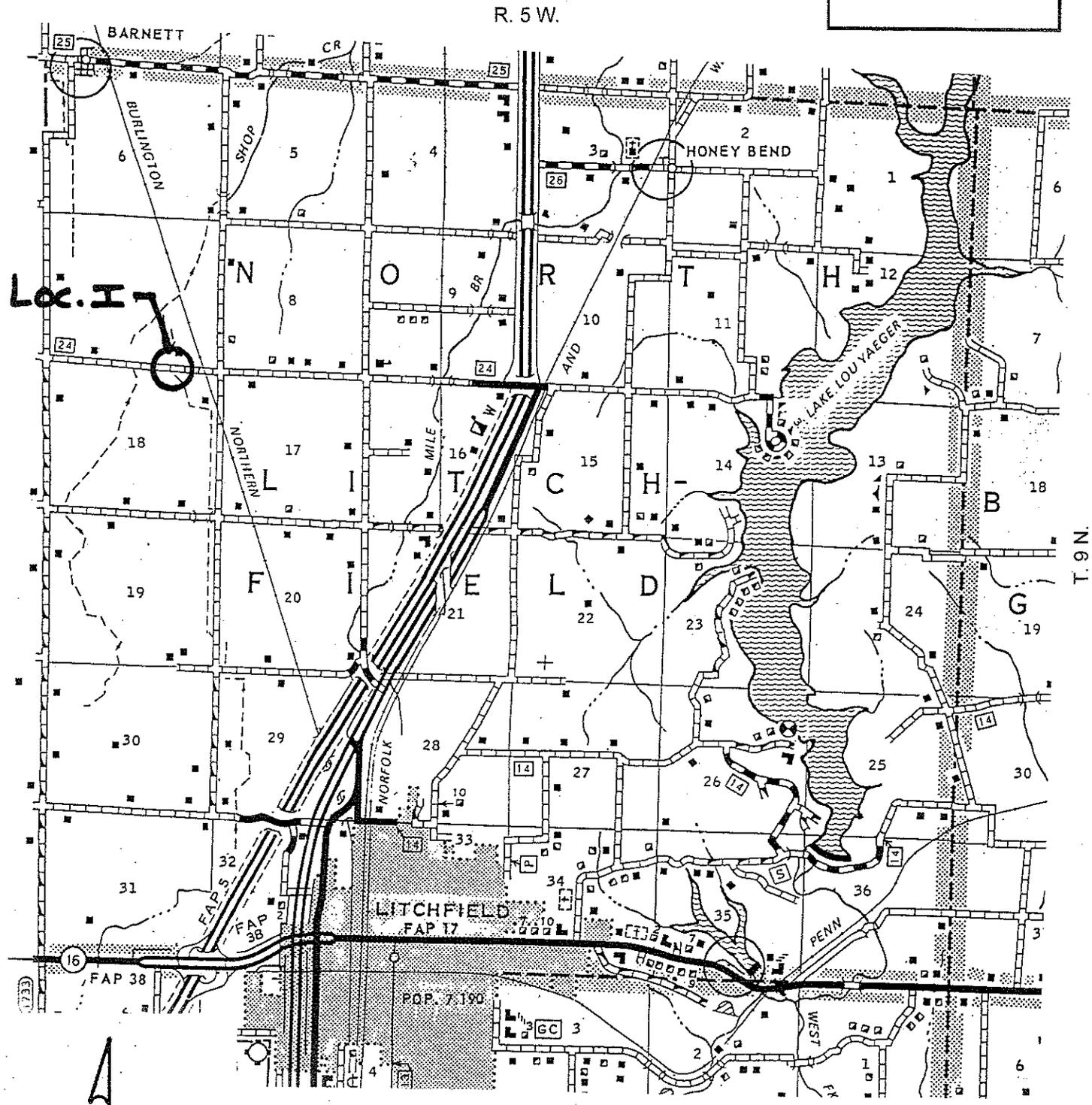
R. 4 W.



Loc. E
Loc. F
Loc. G
Loc. H

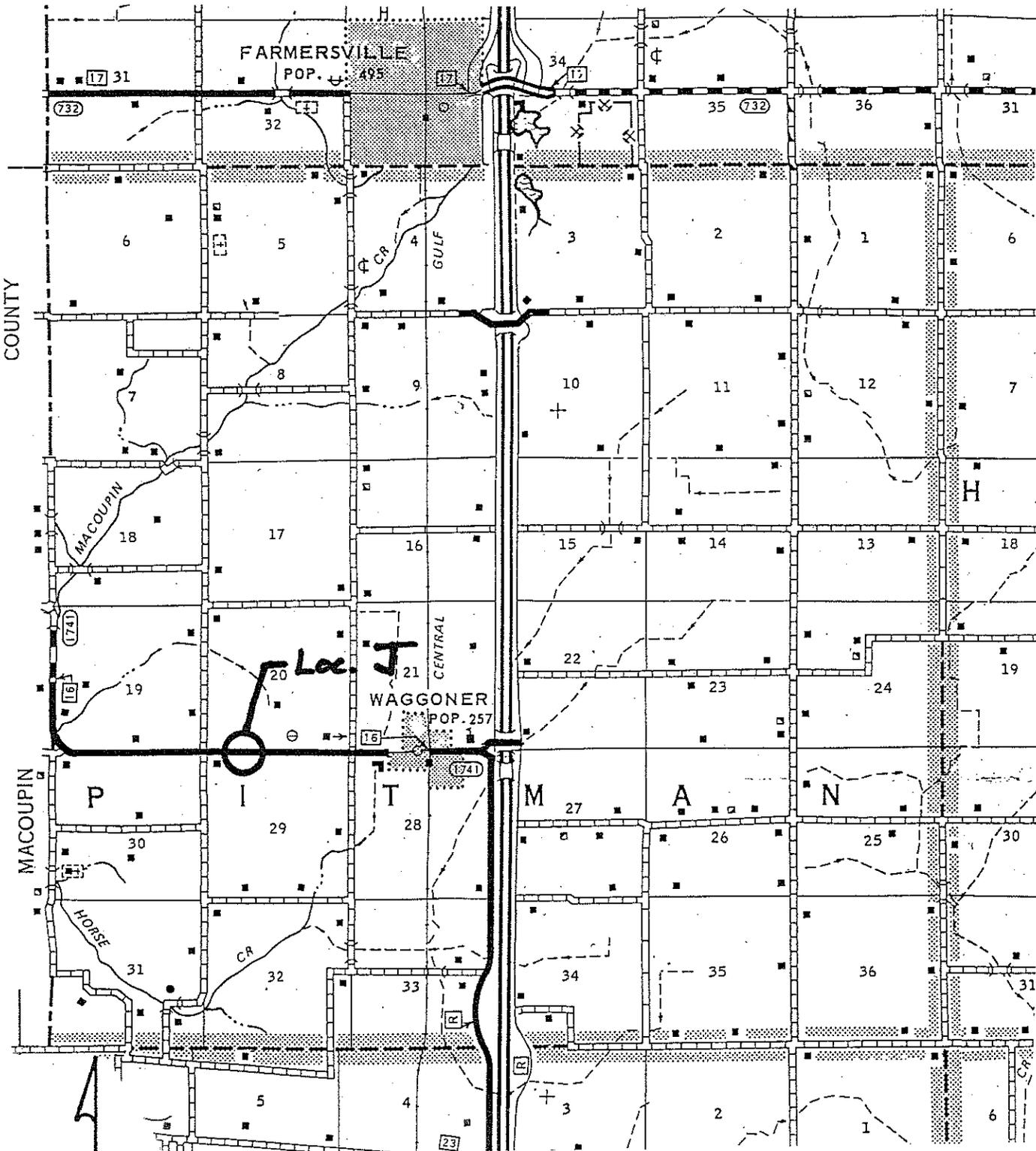


NORTH LITCHFIELD R. D.
R. 5 W., T. 9 N.



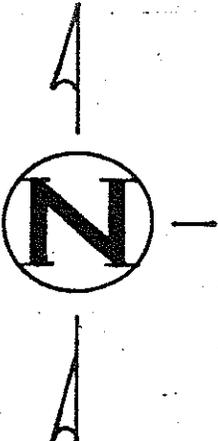
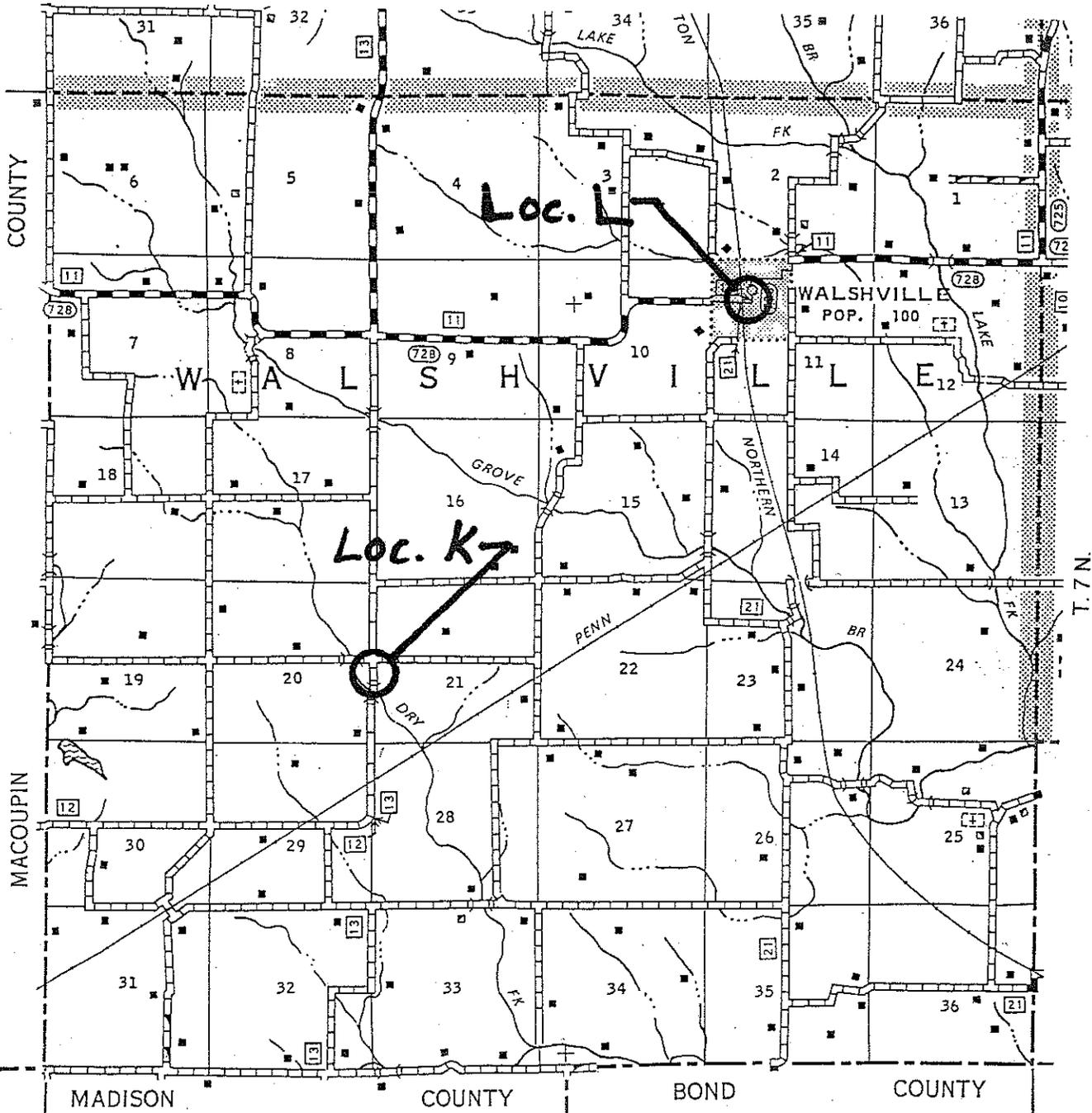
PITMAN R. D.
R. 5 W., T. 11 N.

R. 5 W.



WALSHVILLE R. D.
R. 5 W., T. 7 N.

R. 5 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 02-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of \$17,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

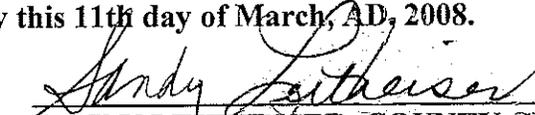
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	1054 B-CA, Loc. A Bertolino Avenue	See Attached Map	\$35,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

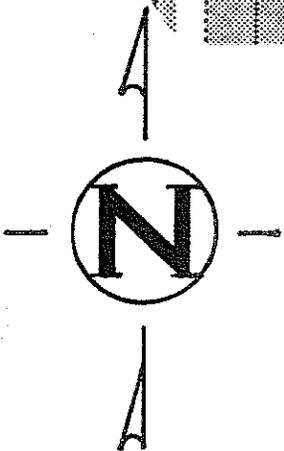
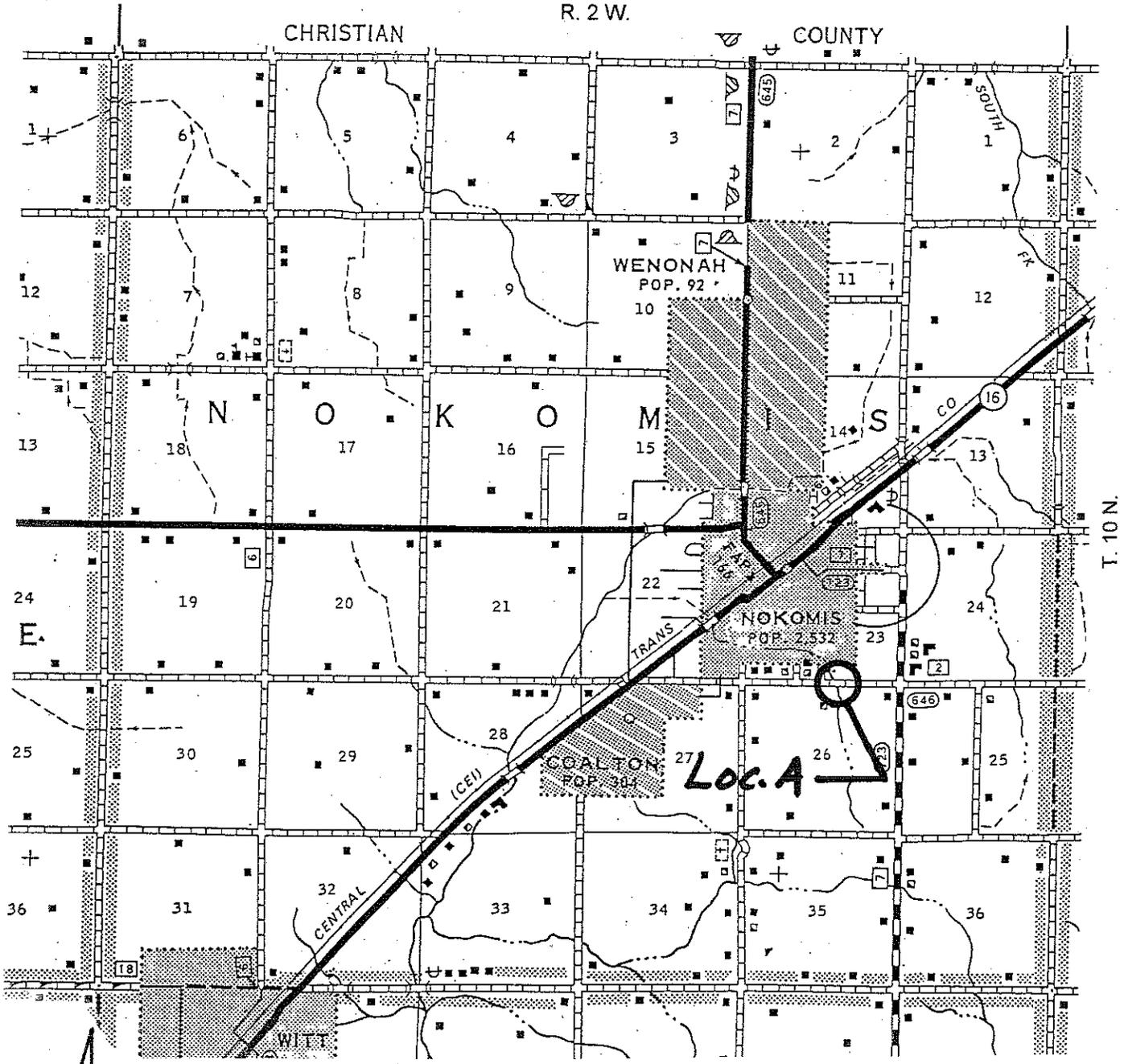
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Nokomis 50%

NOKOMIS R. D.
R. 2 W., T. 10 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 03-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$2,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

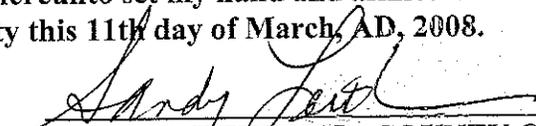
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	1055 B-CA, Loc. A N 2 nd Avenue	See Attached Map	\$4,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of March, AD, 2008.

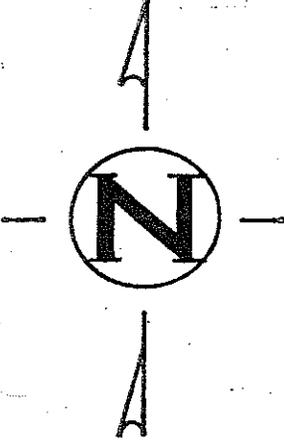
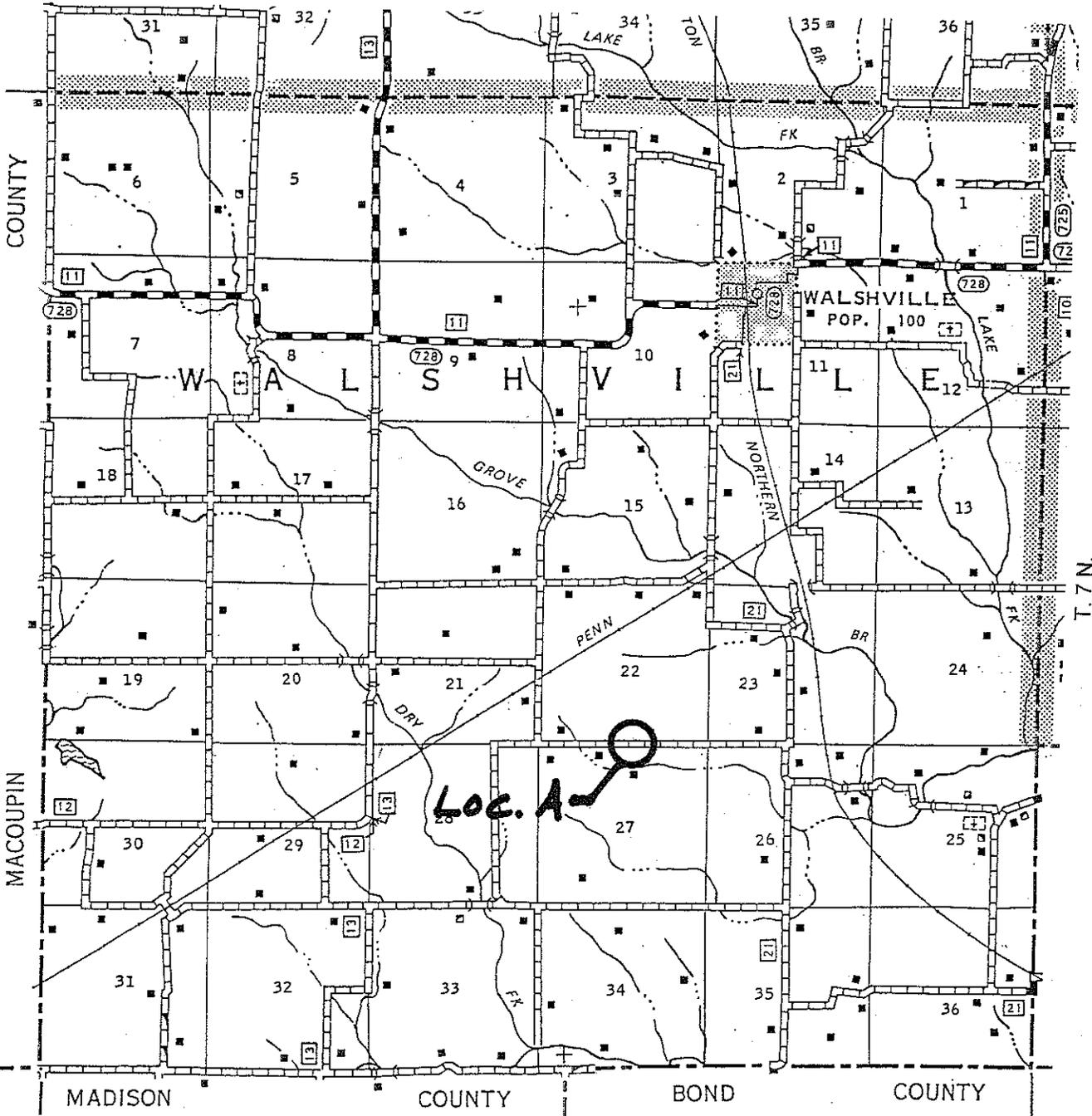
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Walshville 50%

WALSHVILLE R. D.
R. 5 W., T. 7 N.

R. 5 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WITT has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Law of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

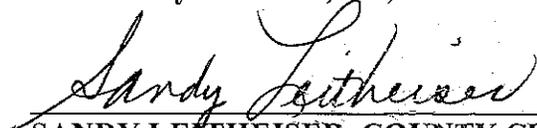
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	1056 B-CA,	See Attached Map Loc. A	\$3,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Witt 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 05-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of FILLMORE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of FILLMORE of Montgomery County has agreed to pay an amount of \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

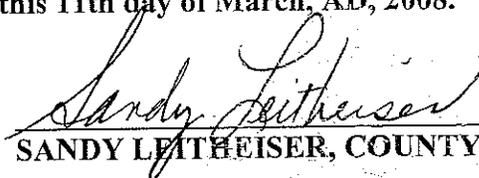
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	1057 B-CA,	See Attached Map Loc. A	\$5,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

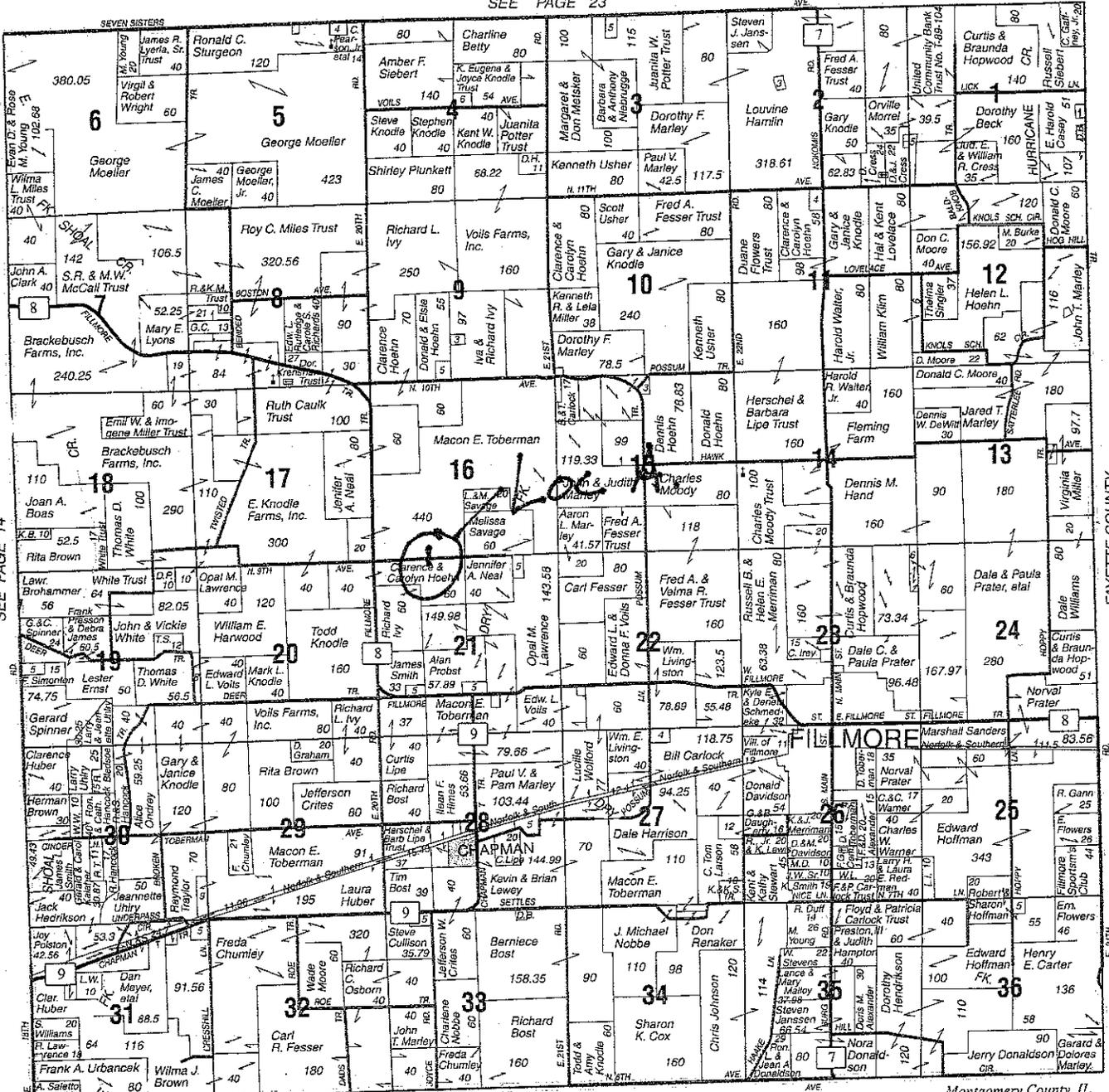
COST BREAKDOWN:
Montgomery County 50%
Fillmore 50%

FILLMORE

T.8N.-R.2W.

SEE PAGE 23

1200N
1100N
900N
800N
600N



SEE PAGE 14

SEE PAGE 9

1800E 1900E 2000E 2100E 2200E 2300E 2400E

FAYETTE COUNTY

Montgomery County, IL



Hillsboro
BANKING CENTER
 549 South Main St.
 Hillsboro, Illinois 62049
 (217) 532-6104

Providing the strength you demand...
 the choices you desire...
 and the service you deserve.

www.cnbil.com





Illinois Department of Transportation

Resolution Establishing a Class II or Class III Designated Truck Route

Mont. Co. Highway Dept. Res.#06-08

WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code"; and

WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Local Agency, MONTGOMERY COUNTY, is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds:

NOW THEREFORE, BE IT RESOLVED, that the portions of C.H.#17, FAS Route 732, Section 07-00125-01-RS beginning at the intersection of IL Central RR and extending East for 0.953 miles be designated as a [] Class II or [X] Class III Truck Route.

Ayes: 20
Nays: 0
Absent: 1

Name: Mike Plunkett
Title: Montgomery County Board Chairman
Signature: [Handwritten Signature]

STATE OF ILLINOIS)
) ss
COUNTY OF MONTGOMERY)

I, Sandy Leitheiser, Clerk, in and for the Local Agency and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Local Agency, Montgomery County Board at their Adjourned Meeting held on 03/11/08

Witness my hand and seal of the Local Agency, MONTGOMERY COUNTY on this 11th day of March, A.D. 2008

[Handwritten Signature: Sandy Leitheiser]
Sandy Leitheiser, Clerk

(SEAL)

RESOLUTION # 08-03

WHEREAS, the County Jail Act, 730 ILCS 125/17, requires the County to reimburse any hospital, physician or any other agency which provides medical services to detainees of the Montgomery County Jail,

WHEREAS, Public Act 89-0654 amended the aforesaid County Jail Act to grant the County Board, via a Board resolution, authority to provide for such reimbursements at the Department of Public Aid's rate for medical assistance; and

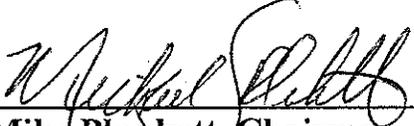
WHEREAS, these rates are normally less than the usual and customary rates charged for such services; and

WHEREAS, reimbursements at the Department of Public Aid rate will represent a significant cost savings to Montgomery County; and

WHEREAS, the Sheriff of Montgomery requests the County Board of Montgomery County adopt this resolution to provide reimbursements for medical services at the Department of Public Aid's rates for medical assistance for services provided to the detainees of the Montgomery County Jail, with said rates to be determined by the Sheriff in consultation with the Illinois Department of Public Aid.

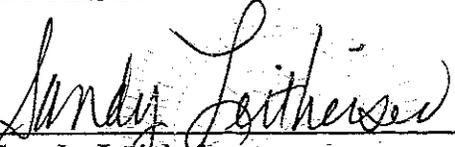
Passed and Approved this 11th day of March, 2008.

APPROVED:



Mike Plunkett, Chairman
Montgomery County Board

ATTEST:

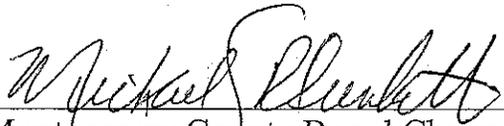


Sandy Leitheiser
Montgomery County Clerk

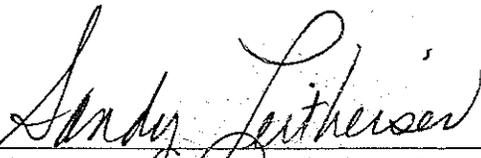
RESOLUTION # 08 - 04**RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2006-2007 ON PROPERTY ID #13-000-530-00**

WHEREAS there has been presented to this Board a bill due on Property #13-000-530-00, which describes a parcel in Raymond Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2006 payable 2007 be voided.

Approved by the Montgomery County Board
on the 11th day of March 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

Montgomery County Treasurer/Collector, Ron Jenkins
Montgomery County Trustee, Dennis Ballinger
Montgomery County Clerk & Recorder, Sandy Leitheiser
Montgomery County Chief Assessment Officer, Julia Kiefer

RESOLUTION # 08-05**RESOLUTION
TO SUPPORT THE TRANSFERRING OF FUNDS ALLOTTED
TO SOIL AND WATER CONSERVATION DISTRICTS**

WHEREAS: Illinois' Soil and Water Conservation districts are local units of government authorized by Illinois State Statute, and;

WHEREAS: Each of the 98 Soil and Water Conservation Districts was duly created by local referendum, and;

WHEREAS: The United States Department of Agriculture/Natural Resources Conservation Service (NRCS) provides technical assistance through local conservation districts to land users, communities, watershed groups, Federal and State agencies, other partners, and customers through a Memorandum of Understanding, and;

WHEREAS: Soil and Water Conservation Districts were not given taxing authority but were intended to be funded by appropriations made by the Illinois General Assembly, and;

WHEREAS: Soil and Water Conservation Districts provide an invaluable service by coordinating assistance from all available sources, public, private, local, state and federal in an effort to develop locally driven solutions to natural resources concerns, and;

WHEREAS: Soil and Water Conservation Districts provide services that benefit all citizens of Illinois and the Illinois economy by implementing conservation practices and measures that keep soil on fields, lawns and development sites and out of water bodies, and;

WHEREAS: Soil and Water Conservation Districts conserve and restore wetlands which purify water, provide habitat for fish, birds and wildlife, protect groundwater resources, and;

WHEREAS: Soil and Water Conservation Districts assist developers and homeowners in managing the land in an environmentally sensitive manner, and;

WHEREAS: Soil and Water Conservation Districts reach out to schools, communities and individuals to demonstrate and teach the value of natural resources, and;

WHEREAS: Soil and Water Conservation Districts hold and maintain permanent conservation easements for the Conservation Reserve Enhancement Program, property that has been bequeathed to them and other covenants and titles to lands that are to remain in a protected state in perpetuity, and;

WHEREAS: Soil and Water Conservation Districts assist counties, municipalities, watershed groups, organizations, State agencies, federal agencies, corporations and individuals with planning, installation and implementation of plans and practices that benefit society and protect fragile and valuable natural resources, and;

WHEREAS: Soil and Water Conservation Districts cannot retain staff or maintain an office without funds that are appropriated by the Illinois General Assembly and approved by the Governor of the State of Illinois, and;

WHEREAS: as of this date, Illinois' Soil and Water Conservation Districts have received none of the state funds allocated for soil and water conservation for the current fiscal year;

THEREFORE BE IT RESOLVED: that the Montgomery County Board hereby respectfully request that the Governor authorize the full and immediate release of the \$7.5 million appropriation included in the FY 08 budget for grants to Soil and Water Conservation Districts for Administrative, Technical and other personnel, for education and promotional assistance, and for expenses of Soil and Water Conservation District Boards and administrative expenses and approximately \$6 million included in the FY 08 budget from the Conservation 2000 Fund or its successor fund, the Partners in Conservation Fund for the Conservation 2000 Program to implement agricultural resource enhancement programs for Illinois' natural resources, including operational expenses.

PASSED; this 11th, day of March 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

MONTGOMERY COUNTY**USED EQUIPMENT PURCHASING ORDINANCE****ORDINANCE NUMBER** 08-06

Be it ordained by the County Board of the County of Montgomery, Illinois as follows:

Purpose:

This ordinance is enacted pursuant to the purchasing powers granted to this County by Chapter 55 of the Illinois Compiled Statutes 5/5-1014 and 5/5-1022. The underlying purpose and policies of this ordinance are to manage the procurement process of used equipment or materials costing in excess of \$20,000 which are not suitable to competitive bidding procedures as allowed by sub-paragraph (c) of 5/5-1022.

Definitions:

Used Equipment or Materials – Used equipment or materials determined by the Montgomery County Board on a case by case basis to be a bona fide used item which by its very nature is not suitable to competitive bids.

Procedure:

A resolution stating that the equipment or material is a bona fide used item must be approved by the Montgomery County Board prior to purchase.

Effective Date:

This ordinance shall be in full force and effect from and after its passage, as required by law.

Passed by the county board of Montgomery, Illinois, this 8th day of April, 2008.

Sandy Leithuser
County Clerk

Montgomery County Board
Resolution 08 -07
Designating North Road in Hillsboro, IL as
Cpl. Ryan J. Buckley Memorial Road

WHEREAS, It is one of the privileges of the Montgomery County Board to pay due honor and respect to persons who devote their lives to the protection and service to the United States of America through Military Service; and

WHEREAS, Ryan J. Buckley of Hillsboro, Illinois and a member of the Army 101st Airborne's 2nd Battalion, 506th Infantry, 4th Brigade Combat Team was killed when an improvised explosive device detonated near his patrol in Baghdad, Iraq on Friday, June 23rd, 2006; and

WHEREAS, Corporal Buckley was 21 years of age at the time of his death and had served in the Army since March, 2004, less than a year after graduating from Hillsboro High School in Hillsboro, Illinois in 2003; and

WHEREAS, Corporal Buckley married his wife Tina and the two celebrated their one-year wedding anniversary on June 18th, 2006 and is also survived by his mother and stepfather, Sally and Russell Nation of Hillsboro, his father, Dennis Buckley of Hannibal, Missouri, his brother, Cody Buckley of Nokomis, his stepbrother, Aaron Nation of Smyrna, Delaware, and his stepsister, Danielle Nation of Hillsboro; and

WHEREAS, the North Road between Hillsboro, Illinois and the Nokomis/Raymond Blacktop Road (N. 21st Avenue) lies in Montgomery County, Illinois and is a road that was well traveled by Ryan J. Buckley when he lived in the nearby Lakewood Estates Subdivision for 12 years of his life; and

WHEREAS, Montgomery County officials and the Montgomery County Board wish to designate that portion of the North Road in Corporal Buckley's honor; therefore, be it

RESOLVED, BY THE MONTGOMERY COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that portion of the North Road in Montgomery County be designated the *Cpl. Ryan J. Buckley Memorial Road*; and be it further

RESOLVED, that the Montgomery County Highway Department is requested to erect, at a location designated by officials of Montgomery County, consistent with County and State regulations, a Roadside Memorial giving notice of the name.

Approved and adopted by the Montgomery County Board this 8th day of April, 2008.


Chairman

Attest: 
County Clerk

RESOLUTION #08- 08

RESOLUTION FOR PURSUIT OF THE PREPARATION OF
A NATURAL HAZARD MITIGATION PLAN

WHEREAS; Montgomery County, Illinois would like to obtain grant money through the Disaster Mitigation Act of 2000, as money is available for Planning and Projects that can reduce or eliminate the damages caused by Natural Hazards such as; rain, snow, wind, ice storms, floods, drought and earthquakes; and

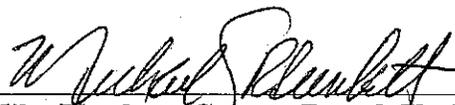
WHEREAS; Montgomery County, Illinois must prepare a Natural Hazard Mitigation Plan, before money can be released for projects; and

WHEREAS; this plan will include a listing of potential projects that can help reduce the damages caused by these storms; and

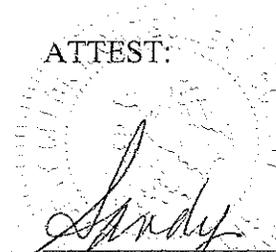
WHEREAS; Montgomery County will follow the next step in this process, which will be to prepare a grant application for the preparation of this plan.

NOW THEREFORE, BE IT RESOLVED; that the MONTGOMERY COUNTY BOARD does hereby pass this resolution to pursue the preparation of a Natural Hazard Mitigation Plan.

Passed this 8 th day of April, 2008.


Mike Plunkett, County Board Chairman

ATTEST:



Sandy Leitheiser, County Clerk and Recorder

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 08-08**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING STRUCTURE 068-3015 (E) ON WITT
TRAIL – C.H. #6**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$121,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

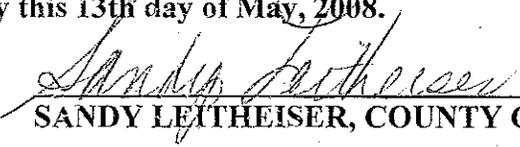
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1052 B-CA	See Attached Maps	\$121,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of May, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of May, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 09-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ROUNTREE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$52,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

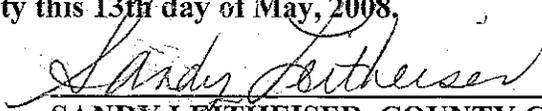
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE N 19 th Avenue	1058 B-CA, SN 068-5003 (E) SN 068-5050 (P)	See Attached Map	\$105,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of May, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of May, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Rountree 50%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 10-08**

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of IRVING has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$21,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

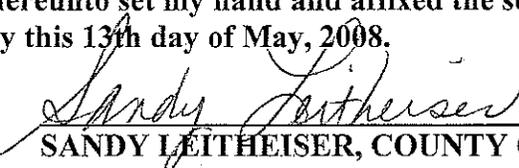
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
IRVING Garold Trail	1059 B-CA, No SN	See Attached Map	\$42,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of May, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of May, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Irving	50%

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Montgomery County	State Contract	Day Labor	Local Contract XXX	RR Force Account
	Section 08-00127-00-SG	Fund Type HRRR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-247-08					

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Various Route Various Length N/A

Termini Countywide

Current Jurisdiction Each Local Agency (LA) is responsible for their respective jurisdiction Existing Structure No N/A

Project Description

This is a FY2008 Rural Local Agency Traffic Sign Upgrade Program project. Existing substandard regulatory and warning signs will be upgraded. Montgomery County and each respective municipality or road district will be responsible for installing all new signs within one year of the execution date of this agreement.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ _____		\$ _____		\$ _____		\$ _____

See Addendum 1 for specific Local Agency (LA) cost breakout.
 Funding for each Local Agency (LA) cannot exceed \$25,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and service necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- BOOK 8 PAGE 72
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

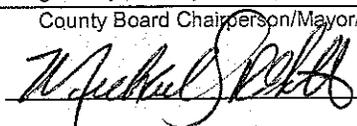
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Plunkett
 Title Montgomery County Board Chairman
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date May 13, 2008

TIN Number 37-600-1661

APPROVED

State of Illinois
 Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

STATE OF ILLINOIS

COUNTY OF MONTGOMERY

ORDINANCE NO. 08-09

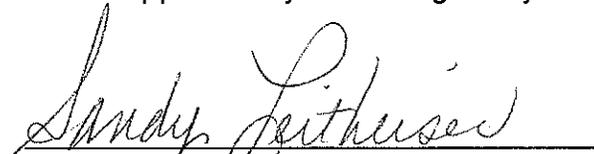
**AMENDING THE MARRIAGE LICENSE FEE
CHARGED BY THE MONTGOMERY COUNTY CLERK**

WHEREAS, the State of Illinois, through P.A. 95-0711, has enacted a \$5.00 surcharge to the Marriage License, payable by the Montgomery County Clerk to the State Treasurer on a monthly basis for deposit in the Domestic Violence Legal Assistance Trust Fund effective June 1, 2008, and

WHEREAS, The Montgomery County Board's current fees for the issuance of Marriage Licenses are established at \$40.00 each.

NOW, THEREFORE, BE IT RESOLVED that the Marriage License fee charged by the Montgomery County Clerk be increased to \$ \$45.00 each.

Approved by the Montgomery County Board on May 13, 2008.



Sandy Leitheiser
Clerk, County Board
Montgomery County, Illinois



Mike Plunkett
Chairman, County Board
Montgomery County, Illinois

AMEREN COFFEEN STATION SETTLEMENT AGREEMENT

This AGREEMENT is made this 13th, day of May, 2008 by and between:

Ameren Energy Generating Company, ("Ameren"), the owner of the real property which is subject matter of this Agreement; and

Ron Jenkins, Montgomery County Treasurer and Collector of Taxes; and

Montgomery County, East Fork Township & East Fork Road District, Lincoln Land Junior College, Hillsboro Community Unit School District, Hillsboro Ambulance District, CES Extension Service, MTA GRSV-WSVL-EFRK, and Coffeen Fire (each, a "Taxing District," and collectively, the "Taxing Districts"); and

The Montgomery County Supervisor of Assessments, the East Fork Township Assessor, the Multi-Township Assessor, and the Montgomery County Board of Review (collectively, the "Assessing Officials").

Each of the foregoing persons is a Party to this agreement (collectively, the "Parties").

Background

A. Ameren owns the Coffeen Power Station located in East Fork Township, Montgomery County, Illinois and described for tax purposes by the PINs shown on Exhibit A (the "Coffeen Station").

B. The Taxing Districts constitute all of the municipal entities with jurisdiction to levy property taxes against the Coffeen Station.

C. A dispute exists between Ameren and the Taxing Districts as to the proper assessed valuation of the real property of the Coffeen Station for the 2007 Assessment Year (the "2007 Dispute").

D. The parties desire to (i) settle the 2007 Dispute, (ii) establish the assessed value for the real property for Assessment Years 2007 through 2016, and (iii) recognize the real and personal property allocation of the Coffeen Station.

E. The Parties enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date this Agreement becomes effective, Article VII, Section 10(a) of the Illinois Const. Art. VII § 10(a), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992), the corporate authority of Ameren and all other applicable authority of the Assessing Officials, the Treasurer, and the Taxing Districts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth therein, and the undersigned agree as follows:

1. Ameren will appeal the 2007 assessments on the Coffeen Station by filing tax objections in the Circuit Court for Montgomery County (the "Tax Objections"). Upon adoption of this

Agreement by all parties and approval of the agreement by the Circuit Court, the parties will file stipulations dismissing the Tax Objections, confirming the 2007 assessments as set by the Board of Review, and approving this Agreement under the terms of Section 9-45 of the Property Tax Code. (35 ILCS 20019-5). None of the provisions of this Agreement shall be of any force or effect until this Agreement is executed by the parties and approved by the Circuit Court.

2. For 2007, the assessed value of Coffeen Station shall be \$39,637,818, which assessed value shall be increased or decreased by any state multiplier imposed on Montgomery County for 2007.

3. For the years 2008 through 2016, the equalized assessed values for the Coffeen Station after imposition of all multipliers shall be:

<u>ASSESSMENT YEAR</u>	<u>EQUALIZED ASSESSED VALUE</u>
2008	46,000,000
2009	51,000,000
2010	55,000,000
2011	56,000,000
2012	56,000,000
2013	56,000,000
2014	56,000,000
2015	56,000,000
2016	56,000,000

4. Neither Ameren nor the Taxing Districts shall request any local assessing official or body, including any Township, or Multi-Township Assessor, the Montgomery County Supervisor of Assessments, or the Montgomery County Board of Review to set an equalized assessed valuation on Coffeen Station in an amount other than that set forth above for the applicable assessment year. So long as the Board sets the equalized assessed valuation in the amount set forth above for the applicable assessment year, neither Ameren nor any Taxing District shall file any appeal with the Board of Review or the Property Tax Appeal Board of the State of Illinois (PTAB) or seek any judicial or administrative review therefrom.

5. The equalized assessed valuations set forth above shall not be increased because of any new construction, replacements, additions, or other improvements to the generating station.

6. The equalized assessed valuations set forth above shall not be decreased except in the following circumstances:

- (a) Physical destruction. The Coffeen Station generates electric power through two units: Unit I with an installed capacity of 340 Megawatts, and Unit 2, with an installed capacity of 560 Megawatts. For the purposes of this paragraph, the assessed valuation of the Coffeen Station will be allocated between the units based upon each unit's installed capacity. If an unforeseen event such as a fire or natural disaster renders either or both units at inoperable for over 6 months in any one year, then the unit or units' improvement assessment for that year shall be reduced by a

fraction, the numerator of which shall be the number of days the unit is inoperable in that year and the denominator shall be 365. Regularly scheduled maintenance is not an "unforeseen event" which would trigger the assessment reduction specified in this paragraph. Notwithstanding anything within this Paragraph 6(a), the allocation of property classified as real property or personal property shall be governed by Paragraph 7 of this Agreement.

(b) Permanent closure. If the generating station is scheduled for decommissioning or disassembly, the agreement will terminate on the date of the scheduled decommissioning or disassembly.

7. The parties agree that, in accordance with the pre-1979 assessment practices and policies in Montgomery County, 40% of the construction at the generating station consists of personal property, and 60% of the construction at the generating station consists of real property.

8. Neither the assessed values, nor the percentages of property classified as real or personal property to in this agreement is automatically binding for assessments in 2017 or thereafter; provided, however, that either party may introduce this Agreement in any subsequent administrative or judicial proceeding in which the allocation of real and personal property at the Coffeen Station is at issue.

9. The Coffeen Station is located in an enterprise zone; however the enterprise zone will not change the assessments specified in this Agreement.

10. It is the intent of the parties that the equalized assessed values set forth in Paragraph 3 above will be the final assessment after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Assessing Officials would result in an equalized assessed value which differs from the amount specified in this Agreement, the parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificates of error) prior to the due date of tax payments. If such efforts do not remove the effect of any such multiplier, the assessed value for the subsequent year, including the assessed value for 2017 if appropriate, shall be adjusted, either higher or lower, to compensate for the error in the previous year. Thereafter, the provisions set forth in this Agreement shall continue to be followed.

11. For any assessment year the Coffeen Station is assessed at a value other than as set forth in Paragraph 3 for the particular assessment year, Ameren and the Taxing Districts shall have the right to seek specific performance to enforce the terms of this Agreement. In the event an action for Specific Performance is brought, the undersigned parties waive the claim or defense that the moving party has an adequate remedy at law.

12. This Agreement does not cover pollution control facilities at the Coffeen Station that are assessed by the State of Illinois.

13. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute one and the same document.

14. No amendment, modification, restatements, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this Agreement shall be effective unless the same

shall be in writing and signed on behalf of each of the Parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

15. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

AMEREN ENERGY GENERATING COMPANY

MONTGOMERY COUNTY

By: _____

By: *Michael Plunkett*

Its: _____

Its Chairman: *Carl Brad Chair*
Mike Plunkett

EAST FORK TOWNSHIP

LINCOLN LAND JUNIOR COLLEGE

By: _____

By: _____

Its: _____

Its: _____

HILLSBORO COMMUNITY UNIT SCHOOL DISTRICT

COFFEEN FIRE

By: _____

By: _____

Its: _____

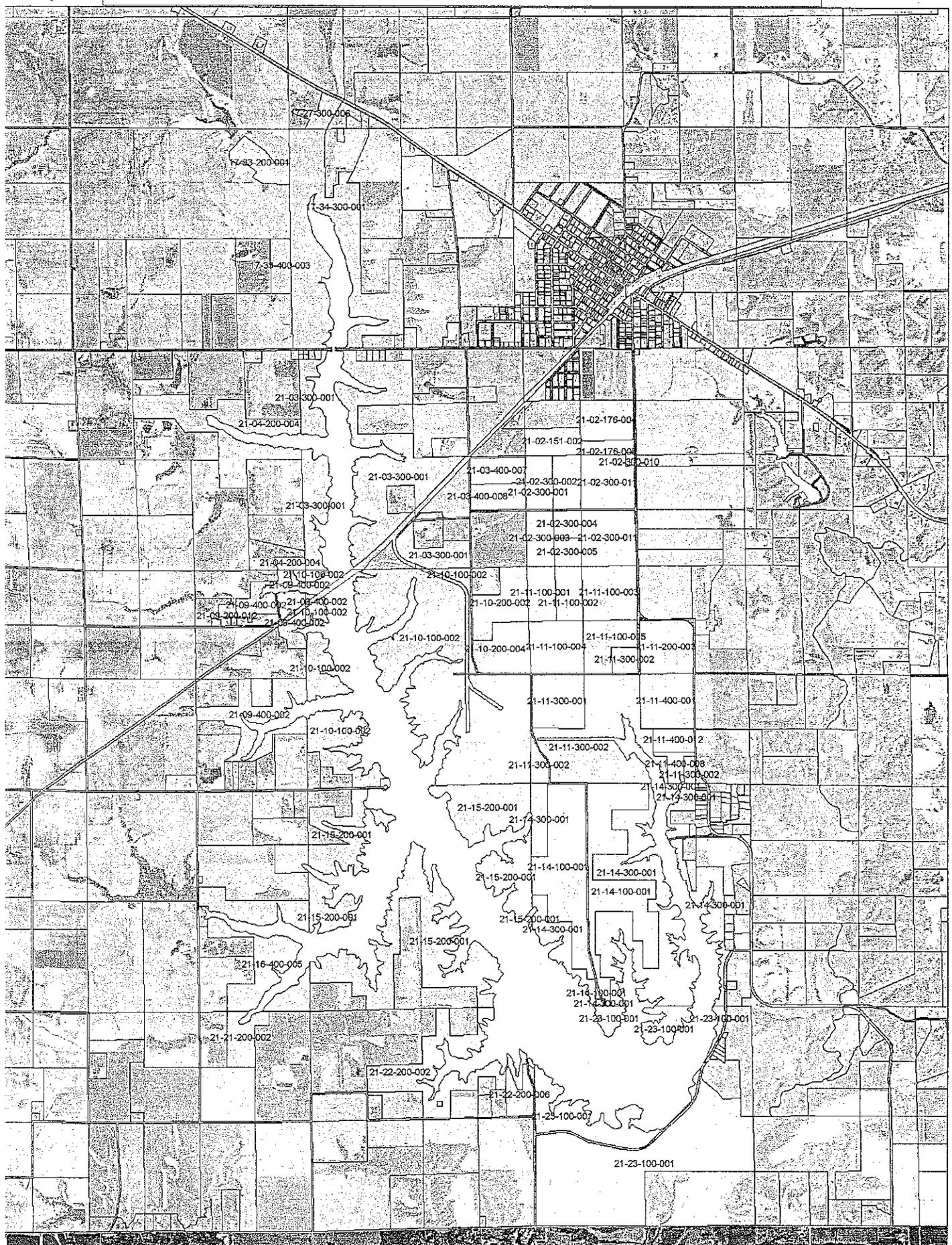
Its: _____

MULTI TOWNSHIP ASSESSOR

By: _____

Its: _____

AMEREN PROPERTY COFFEEN POWER PLANT AREA



****ESTIMATED*** AMEREN Power Plant Appraisal -- Tax Results 3-28-08 "DRAFT"**

Tax Year	Proposed Assessed Value	Total Taxes for 2006 Tax Rate @ 6.99916%	County Tax Rate .94116%	East Fork Twp Tax Rate .13574	Hillsboro School Tax Rate 4.68438	Lincoln Land Collage Tax Rate .45946%	Coffeen Fire Tax Rate .34966%	Hillsboro Ambulance Tax Rate .11833%	East Fork Road Tax Rate .24716%	CES Extension Tax Rate .04488%	MTA GRSH-WSVL-EF Tax Rate .01839%
2007	\$39,600,000	\$2,771,667.36	\$372,699.36	\$53,753.04	\$1,855,014.48	\$181,946.16	\$138,465.36	\$46,858.68	\$97,875.36	\$17,772.48	\$7,282.44
2008	\$46,000,000	\$3,219,613.60	\$432,933.60	\$62,440.40	\$2,154,814.80	\$211,351.60	\$160,843.60	\$54,431.80	\$113,693.60	\$20,644.80	\$8,459.40
2009	\$51,000,000	\$3,569,571.60	\$479,991.60	\$69,227.40	\$2,389,033.80	\$234,324.60	\$178,326.60	\$60,348.30	\$126,051.60	\$22,888.80	\$9,378.90
2010	\$55,000,000	\$3,849,538.00	\$517,638.00	\$74,657.00	\$2,576,409.00	\$252,703.00	\$192,313.00	\$65,081.50	\$135,938.00	\$24,684.00	\$10,114.50
2011	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2012	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2013	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2014	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2015	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2016	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2017	New Assessment										
Taxing Body		2006 Rate	Current Taxes	Increase tax 2008	Increase tax 2009	Increase tax 2010	Increase tax 2011				
County Tax Rate		0.94116%	\$372,699.36	\$60,234.24	\$107,282.24	\$144,938.64	\$154,350.24				
East Fork Twp		0.13574%	\$53,753.04	\$8,687.36	\$15,474.36	\$20,903.96	\$22,261.36				
Hillsboro Schools		4.68438%	\$1,855,014.48	\$299,800.32	\$534,019.32	\$721,394.52	\$768,238.32				
Lincoln Land Col		0.45946%	\$181,946.16	\$29,405.44	\$52,378.44	\$70,756.84	\$75,351.44				
Coffeen Fire		0.34966%	\$138,465.36	\$22,378.24	\$39,861.24	\$53,847.64	\$57,344.24				
Hillsboro Ambul		0.11833%	\$46,858.68	\$7,573.12	\$13,489.62	\$18,222.82	\$19,406.12				
East Fork Road		0.24716%	\$97,875.36	\$15,818.24	\$28,176.24	\$38,062.64	\$40,534.24				
CES Ext. Serv.		0.04488%	\$17,752.48	\$2,872.32	\$5,116.32	\$6,911.52	\$7,360.32				
MTA GRSH WSVL		0.01839%	\$7,282.44	\$1,176.96	\$2,096.46	\$2,832.06	\$3,015.96				
		TOTAL	\$2,771,647.36				\$1,147,862.24				

FILED
MAY 14 2008

PREAMBLE

Sandra Leitheiser COUNTY CLERK

Pursuant to the Illinois Property Tax Code Section 21-90, Montgomery County may appoint an Agent to attend the Annual Tax Sale of Delinquent Property and in the absence of other bidders, bid on the County's behalf. It is the overall conviction of the County Board of Montgomery County that such appointment and the continuation of a Delinquent Tax Program will further two specific goals of the County and the several taxing districts within the County:

- (1) to recover delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and ,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a tax deed pursuant to the Illinois Property Tax Code, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

The Agent, Dennis D. Ballinger, understands the County's purpose for entering into this Agreement and acknowledges that the re-appointment of the Agent pursuant to the Property Tax Code places the Agent in a position of representing the County of Montgomery to the public, insofar as the operation of the Delinquent Tax Program is concerned. The Agent further acknowledges that the services to be rendered by it, its officers and employees, are uniquely created and described in the Property Tax Code and that these services are intended to inure to the benefit of the public of Montgomery County. As such, both parties believe that the Agent's position shall be in the nature of service to the public and that the Agent must at all times abide by the general principles guiding a fiduciary in the public employ.

The County and the Agent recognize that the operation of the Delinquent Tax Program is a complex matter difficult of precise description and that from time to time the Agent may be required to take action not specifically covered in detail in the body of the Agreement. It is the intention of the parties in setting forth this Preamble, that at such times, the Agent will make the necessary decisions and act only in pursuit of the goals and intentions as hereinabove stated by the parties.

AGREEMENT

This Agreement is entered into by and between the COUNTY OF MONTGOMERY, ILLINOIS, hereinafter referred to as the COUNTY and, Dennis D. Ballinger, hereinafter referred to as the Agent. Pursuant to a resolution passed by the County Board of Montgomery County, Illinois, at their regular meeting held on 5/13/, 2008, the COUNTY and the AGENT hereby agree:

A. Appointment and Duties of Agent

Pursuant to Section 21-90 of the Illinois Property Tax Code (35ILCS 200/21-90), Dennis D. Ballinger, shall be re-appointed the AGENT of the Montgomery County Board, who is acting as Trustee for all taxing districts, to attend the Annual Tax Sale and bid the full amount of taxes and penalties on all tracts of land or lots in the absence of other bidders, in the name of MONTGOMERY COUNTY, TRUSTEE.

Dennis D. Ballinger agrees to continue to administer the Delinquent Tax Program of Montgomery County. Dennis D. Ballinger shall act as AGENT of the COUNTY for the purposes of securing redemptions, preparing all notices for mailing, assisting in the preparation and filing of petitions, applications and orders for tax deed, locating parties of interest, inspecting properties, preparing notices for service under the authorization of the Sheriff, and assisting in all other procedures necessary for obtaining tax deeds and conveying property so acquired. The AGENT shall diligently pursue a continuous program of collection in the name of COUNTY. The AGENT will file extensions of the period of redemption and petition for Tax Deeds as necessary and required or as directed by the County Board of Montgomery County or the Finance

Committee of said County Board. The AGENT shall furnish appropriate signs and post the same on each parcel so acquired.

On property to which a tax deed is taken in the name of MONTGOMERY COUNTY, TRUSTEE, the agent will take all steps necessary to manage and operate the property so acquired, with the advice and consent of the Finance Committee. The AGENT may, with the advice and consent of the Finance Committee, collect rents on appropriate parcels of property. All monies collected will be deposited on or before the fifth following business day into the Escrow account described below.

At least once every year, unless waived by the Finance Committee, the AGENT shall conduct an auction sale of all property on which tax deeds have been taken in the name of MONTGOMERY COUNTY, TRUSTEE and on which an interest has been expressed. The AGENT shall, at his expense, answer all inquires relating to said properties, set up and furnish sale brochures and distribute same and pursue diligently any action which will procure the rapid disposal of property at auction sale. After each auction sale the AGENT shall diligently pursue all reasonable tasks and aid in obtaining all information necessary for final complete transfer of property.

The AGENT shall furnish full information to the County and the Finance Committee and shall work with them in establishing minimum sale prices, rules of sales, and general accountability. The County reserves the right to direct the Agent not to purchase certain parcels of real property at the county's annual tax sale. The AGENT shall assist the State's Attorney in periodically pursuing marketable title to items that prove uninsurable. All required actions will be pursued in the name of MONTGOMERY COUNTY, TRUSTEE, and any notices, summons

or other papers which may not legally be served by the Agent will be served by the Sheriff of Montgomery County. The expense of the Quiet Title Suit will be paid from the revolving account described below, unless the suit is made necessary by intentional misconduct on the part of Agent or anyone in his employ, in which case the cost shall be borne by the Agent.

The Agent shall maintain an office and shall conduct all business and transactions pertaining to the Delinquent Tax Program of Montgomery County from such office or from the County Courthouse of Montgomery County. All office business expenses, office supply expenses, salaries of employees, and automobile expenses shall be paid solely by the Agent. The Agent or a representative of the Agent shall be present in the County Courthouse as required by the Finance Committee but such presence shall not be required to exceed two (2) hours per week.

All files maintained by the Agent shall remain in the office of the agent. All such files and all papers, documents, letters, and memoranda contained therein or pertaining thereto shall remain the property of the County and, the COUNTY shall have full access to the files at all times, and may, upon demand, take immediate possession thereof.

The Agent shall post a surety bond in favor of the County, in the amount of Ten Thousand Dollars (\$10,000.00) for the term of this Agreement, ensuring the Agent's performance under this agreement. A copy of the bond shall be filed with the County Clerk of Montgomery County.

B. Compensation of Agent.

1. In cases of redemptions and Finance Committee Approved assignment(s) of tax certificates, the AGENT shall be paid the maximum amount of penalties and fees as provided within the Property Tax Code. Additionally, the AGENT shall be entitled to an assignment fee

of One-Hundred Dollars (\$100.00) per assigned certificate if assignment is made prior to a Petition for Tax Deed being filed. Subsequent to a Petition having been filed, the assignment fee shall be negotiated between AGENT and party requesting to purchase certificate assignment.

2. Where the COUNTY has taken a tax deed, upon the conveyance of the property to a new owner at a public auction sale, the AGENT shall receive a minimum of \$250.00 or 50 percent of the purchase price, whichever is greater.

3. Where the COUNTY has taken a tax deed and the AGENT has collected rents on the property prior to its sale, the AGENT shall receive, in addition, 50 percent of all rents collected and deposited into the Escrow Account.

4. With the approval of the Finance Committee, the AGENT shall be authorized to accept time payments from redeeming or purchasing parties and the AGENT is authorized to charge the redeeming or purchasing parties for time payment accounts. Such time payment charge shall not exceed the maximum rate allowed by law and in no case shall it exceed \$30.00 per month.

Where a redeeming or purchasing party defaults on a time payment contract, the AGENT shall receive his fees as computed above but reduced to the same ratio as the uncollected amount is to the total amount due.

5. The AGENT may reconvey property to a previous party of interest only with the express consent of the Finance Committee. Where such conveyance is to be made, the consideration shall be no less than the full amount of delinquent taxes plus penalties, fees and interest plus expenses for taking deed, not to exceed Two Hundred Fifty Dollars (\$250.00). The compensation to the Agent upon completing such reconveyance shall be the full amount of

penalties and fees prescribed in Illinois Property Tax Code Section 21-355 plus the actual expenses in taking deed, not to exceed Two Hundred Fifty Dollars (\$250.00).

C. Mechanics of Operation

1. The COUNTY agrees to maintain a revolving account. The COUNTY TREASURER OF MONTGOMERY COUNTY shall draw from this account only the amount necessary for publication, certified mail, title searches, Sheriff Fees, Circuit Clerk and recording fees required in obtaining title and disposing of property thus acquired. The COUNTY TREASURER and AGENT shall keep a strict accounting of all expenses drawn on the revolving account and it shall be the duty of the TREASURER to report the status of said account at least monthly to the Finance Committee. The amount of expenses drawn from the revolving account will be reimbursed on a priority bases from the sale or redemption of each item of property.

2. An Escrow Account shall be maintained in any Montgomery County Bank authorized by the Montgomery County Board and shall be maintained jointly by the Agent and the Treasurer of Montgomery County. All money collected by, or coming into the hands of the Agent in any manner shall be deposited into the Escrow Account on or before the fifth following business day. This account shall be balanced monthly by the Agent and shall at all times be open to the County Board and any Auditor of the County of Montgomery for inspection.

3. The Certificates of Purchase acquired through this agreement shall be in the name of MONTGOMERY COUNTY TRUSTEE, and shall be deposited with the Treasurer of Montgomery County. Subsequent to redemption, the Treasurer shall forthwith release the Certificates of Purchase and deliver said certificates to the County Clerk of Montgomery County for cancellation. The County Clerk shall then issue to the Agent a check for the amount received

from the redeeming party, less redemption fee retained by County Clerk and posted fees which are reimbursed to the revolving account.

4. With the approval of the Finance Committee, the AGENT shall be authorized to enter into time payment contracts for the redemption of property. Such contracts shall be between the redeeming party and MONTGOMERY COUNTY, TRUSTEE and the AGENT shall have authority to sign on behalf of MONTGOMERY COUNTY, TRUSTEE. The duration of each contract for redemption shall be for a six month period with payments made on a monthly basis. The AGENT may extend the contract for an additional six month period but such extension shall be approved in advance by the Finance Committee in writing. The AGENT shall receive the payments from the redeeming party and shall post the payment to the joint Escrow Account.

Upon completion of a contract for redemption, the following procedure will be followed by the parties.

- a. One check shall be drawn on the Escrow Account payable to the County Clerk of Montgomery County for the full amount necessary to redeem. Also, when applicable, one check shall be drawn on the account payable to the Agent for the amount of time payment charges collected by the Agent. Both the Treasurer of Montgomery County and the Agent shall co-sign the check.
- b. The AGENT shall requisition the Certificate of Purchase from the Treasurer and shall pay the face amount of the Certificate of Purchase plus all subsequent taxes applied, as required by the Revenue act.
- c. The AGENT shall present the Certificate of Purchase so acquired to the

County Clerk of Montgomery County. The County Clerk shall issue a Certificate of Redemption to the redeeming party and the County Clerk shall deliver to the Agent a check for the full amount received from the Escrow Account. The AGENT shall then reimburse the revolving account.

5. On all property to which title has been taken in the name of MONTGOMERY COUNTY, TRUSTEE, the AGENT shall exercise diligent effort to sell such property at public auction sale. The AGENT shall conduct a public auction sale at least once annually unless with the advice and consent of the Finance Committee it is determined that such sale would not further the goals set forth in the Preamble of the Agreement. Unless specifically recommended by the Finance Committee and authorized by the County Board, no property may be sold except to the highest bidder at public auction.

6. With the approval of the Finance Committee, the AGENT is authorized to enter into time payment contracts with the purchaser of property from MONTGOMERY COUNTY, TRUSTEE. All such contracts shall be reported to the Finance Committee. The AGENT shall have the authority to sign for MONTGOMERY COUNTY TRUSTEE. The AGENT shall receive the payments from the purchasing party and shall deposit said payments into the Escrow Account. The duration of each contract for sale will be for a period of six months with payments made on a monthly basis. The AGENT shall have the authority to extend the contract for an additional six month period but such extension must be approved in advance by the Finance Committee in writing.

Upon completion of the contract to sell, the following checks will be drawn as needed on the Escrow Account, with the Treasurer of Montgomery County and the Agent co-signing all

checks.

- a. One check will be made payable to the revolving account for the expenses advanced for obtaining title and for recording fees.
- b. A second check will be made payable to the Agent for the fees to which it is entitled under the terms of the Agreement.
- c. A third check will be made payable to the Treasurer of Montgomery County for the balance remaining from the sale of each piece of property and where applicable, rents collected prior to sale.
- d. A fourth check will be drawn for Auctioneer fees when necessary.
- e. A fifth check will be drawn for Recorder of Deed fees.
- f. A sixth check will be drawn for the expenses of the County Clerk for cancellation of certificates.

The County Board of Montgomery County shall, by resolution, authorize a deed to be issued on all property sold by Montgomery County, Trustee. The AGENT with the advice and consent of the Finance Committee will prepare at least three copies of each resolution for presentation to the County Board. The check made payable to the Treasurer of Montgomery County shall be attached to the Treasurer's copy of the Resolution, the check made payable to the Agent shall be attached to the Agent's copy and the check drawn for reimbursement of the revolving account shall be attached to the County Board's copy of the resolution. All three checks shall be presented simultaneously to the County Board by the AGENT prior to the County Board authorizing the issuance of a deed. Upon approval of the resolution, the Treasurer will surrender the Certificate of Purchase to the AGENT for cancellation as required and the AGENT

will prepare and deliver the deed to the County Board Chairman.

7. A time payment contract, whether for redemption or for sale of property that is 60 days delinquent shall be considered in default. Upon entering into a contract for time payments, the AGENT shall give the following notice in writing to the purchasing or redeeming party;

"This contract, if 60 days delinquent, shall be in default, and all money received by Montgomery County, Trustee, shall be treated as liquidated damages."

The AGENT shall give notice to the redeeming or purchasing party on all accounts 30 days delinquent. Said notice shall inform the delinquent party that he or she is 30 days delinquent and that he or she faces the possibility of losing all money paid if the account does not become current.

On all accounts 60 days delinquent, notice shall be sent by the AGENT by means of certified mail. Said notice shall inform the delinquent party that if the account does not become active within 15 days of receipt of certified mail, the account shall be considered defaulted and all money received on said contract shall be treated as liquidated damages.

Upon the determination that the contract has been defaulted, the revolving account shall first be reimbursed the amount of fees and expenses advanced from that account on the item. The AGENT shall receive from the money in the Escrow Account a pro rata share of the compensation which he would otherwise be entitled to under this Agreement as well as the normal service charge for handling the account. The remaining balance will be disbursed to the Treasurer of Montgomery County.

D. Conflict of Interest

Except as herein after provided, neither the Agent, nor anyone in his employment nor

anyone holding a subagent relationship to the Agent, nor anyone affiliated with the Agent will own or have any interest, directly or indirectly, legal or equitable, in real property in Montgomery County without the express approval of the County Board of Montgomery County. Neither the Agent nor any employed by the Agent or any relative or representative of the Agent, during the term of this agreement, shall possess or acquire any pecuniary interest directly, indirectly or beneficially, or by any derivative process, in any real estate tax delinquency or forfeiture in Montgomery County. The foregoing notwithstanding, however, the County recognizes that the Agent, his employees, agents or subagents, may, at the date of this Agreement have an interest in real property which would otherwise be in violation on Section IV, and such present interests shall not be deemed in violation hereof. The intent of Section IV is to prohibit the Agent, his employees, his agents or subagents, from hereafter obtaining interests in real property located in Montgomery County, Illinois, without the express approval of the Montgomery County Board. Pursuant to this Agreement, the Agent will provide to the Finance Committee a list of the interest which he currently has in real estate located in Montgomery County.

E. General Conditions of Agreement

1. Agent not an Employee of the County

It is mutually understood, agreed, and it is the intent of the parties that an independent contractor relationship be and hereby established under the terms and conditions of this Agreement. It is further understood, agreed and it is the intent of the parties that the employees of the Agent are not nor shall they be deemed employees of the County and the employees of the County are not nor shall they be deemed employees of the Agent. It is further understood, agreed and is the intent of the parties that the County has not created any type of County office through

the creation of this Delinquent Tax Collection Program. Nor shall the Agent be considered a public officer in performing his duties pursuant to this Agreement.

2. Assignment

The Agent and the County agree that this Agreement is one contemplating that personal services are to be rendered by the Agent and his employees, therefore neither party hereto may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

3. Written Notices

Any Written notices which may be required to be sent pursuant to this Agreement shall be addressed and sent as follows:

The County of Montgomery
Montgomery County Treasurer
Montgomery County Historic Courthouse
Hillsboro, Illinois 62049

The County of Montgomery
Montgomery County Clerk
Montgomery County Historic Courthouse
Hillsboro, Illinois 62049

Dennis D. Ballinger
Post Office Box 1452
Decatur, Illinois 62525

4. Maps and Copies

The COUNTY shall, without expense to AGENT, furnish AGENT with single copies (within reasonable cost) current tax maps and plat books for use by AGENT in identifying and locating tax delinquent parcels within the Program. The COUNTY shall, without expense to

AGENT, provide single copies (within reasonable cost) of recorded documents when ascertaining interested parties of tax delinquent parcels.

5. Term of Agreement

The term of this Agreement shall be in effect until May 31, 2012; however, either party has the right to terminate this Agreement by giving notice to the other One Hundred Twenty (120) days prior to the effective date of termination. Upon termination of this Agreement, the Agent shall receive from the money in the escrow account a pro rata share of the compensation which he would otherwise be entitled to under this Agreement and the normal service charges on money collected by him on all open accounts.

This Agreement entered into and signed at the Courthouse of Montgomery County, Illinois this 13th day of May, 2008.


AGENT
Dennis D. Ballinger


COUNTY OF MONTGOMERY by
Mike Plunkett, Chairman
Montgomery County Board

RESOLUTION 08 - 10**A RESOLUTION TO MANDATE SOURCE SEPERATED RECYCLING MATERIALS IN ALL MONTGOMERY COUNTY OFFICES, DEPARTMENTS AND BUILDINGS**

WHEREAS the Montgomery County Board is in need to adopt a Resolution that will ensure the recycling of any and all materials that are currently (and in the future) collected and processed by the Montgomery County Recycling Program. This resolution will require all Montgomery County Offices, Departments and Buildings that are directly and indirectly under the budgetary status of the Montgomery County Board to recycle all qualified materials, and

WHEREAS all materials collected by the Montgomery County Recycling Program, for processing, include the following;

- a. Cardboard
- b. Newspaper
- c. Magazines
- d. Office Paper
- e. Plastic (#1 thru #7)
- f. Aluminum cans
- g. Steel (Tin Cans), and

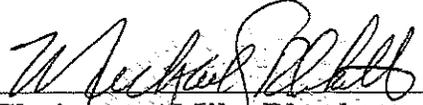
WHEREAS all the above mentioned recycling materials will be placed in a designated container in each office, removed from the point of collection and sorted by material type into designated recycling bins stored in a specified area of County buildings, and

WHEREAS the collection and sorting of the recycled materials in the Courts Complex buildings will be performed by the Custodian reporting to the Sherriff's Department, and

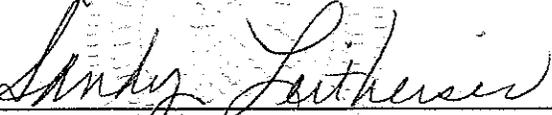
WHEREAS the Montgomery County Recycling Employees will then pick up the collected and sorted recycled materials during their scheduled route.

THEREFORE, BE IT RESOLVED by the Montgomery County Board, in order to promote recycling, become a more efficient recycling force and encourage the conservation of our natural resources, hereby adopted a Recycling Resolution for all Montgomery County Offices, Departments and Buildings.

PASSED this 13th day of May, 2008.



Chairman, Mike Plunkett



County Clerk/Recorder, Sandy Leitheiser

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into this 13th day of May, 2008, by and between Montgomery County, Illinois ("County") acting through its County Board, and Ruben Boehler, P.E., S.E. ("Boehler"), an employee of the County.

WHEREAS, Boehler is employed by the County in the capacity of County Engineer; and

WHEREAS, Boehler in the performance of his duties as County Engineer is afforded protection pursuant to the County Engineer and Highway Superintendent Liability Act, 745 ILCS 15 *et seq.*, as amended, relating to the use of highways, culverts, bridges, or shoulders for which the County Engineer has some degree of supervisory, maintenance, repair or construction responsibility; and

WHEREAS, the County is desirous of expanding the duties of the County Engineer to encompass other design, inspection, maintenance and construction responsibilities for authorized County Projects, which are not limited to the protection afforded by the County Engineer and Highway Superintendent Liability Act, 745 ILCS 15 *et seq.*, and

WHEREAS, Boehler is willing to perform such work as part of his duties as County Engineer subject to the limitations of the Professional Engineering Practice Act, 225 ILCS 325 *et seq.* and the Structural Engineering Practice Act, 225 ILCS 340 *et seq.*, both as amended.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, the County and Boehler agree as follows:

1. Boehler agrees to perform the additional duties as assigned by the County with respect to the design, inspection, maintenance and construction responsibilities for authorized County projects, subject to the limitations of the Professional Engineering Practice Act, 225 ILCS 325 *et seq.* and the Structural Engineering Practice Act, 225 ILCS 340 *et seq.*, both as amended.
2. The County agrees that if in the performance of such additional duties by Boehler, it is determined by Boehler that such services are outside the scope of his engineering abilities, the County shall provide for such specialized services, and the provider of such services will be under the supervision and direction of Boehler.
3. The County shall defend, indemnify and hold harmless Boehler against any and all claims, demands, suits, causes of action, attorneys' fees, and liability arising out or relating to, directly or indirectly, any of the additional duties performed by Boehler. The County shall indemnify Boehler for any settlement or judgment recovered against him in any such action, including the costs of defending such action, in the event the County fails to defend Boehler for any reason.

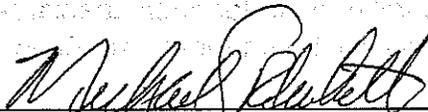
4. The duties and responsibilities of the County described in Paragraph 3 shall extend for the limitations and repose period relating to construction activities, 735 ILCS 5/13-214, or any other applicable limitations and repose period, whichever is longer.
5. The County may purchase professional liability insurance to fulfill the obligations of this Agreement, but such insurance shall not limit the obligations of the County to Boehler, and no deductible payment will be required of Boehler in the event of such claims.
6. The County and Boehler further acknowledge that each has completely read and fully understands the terms of this Agreement. In signing this document, the County and Boehler are relying upon such party's own judgment, belief and knowledge. To the extent the parties have deemed it necessary, each has had the opportunity to consult with an attorney in signing this document.
7. Both the County and Boehler warrant and represent that each has full right, power and authority to enter into this Agreement, that this is a legally valid document and fully binding upon both parties, without limitation, in law and at equity, that each party have reviewed the terms of this Agreement and fully understand this document.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal or legal representatives, heirs, legatees, transferees, successors in interest, and assigns.
9. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements, whether written or oral, with respect to the subject matter of this Agreement.

This Agreement is entered into the date first above written.

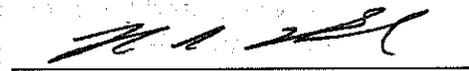
MONTGOMERY COUNTY

RUBEN BOEHLER, P.E., S.E.

By:


 Chairman, Mike Plunkett

By:



FY 2008

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Hillsboro Area Ambulance Service**, a not-for-profit corporation (hereinafter named HAAS) an independent contractor, and HAAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$157,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2008, the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2008 and December 31, 2008, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2007 through November 30, 2008.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by HAAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the HAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	38
Nokomis / Witt -	16
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2007 and continuing monthly thereafter for FY '08, the sum of **\$1886.43** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '08 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

The County shall then calculate and apply the total monthly payment as made by the HAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the HAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the HAAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the HAAS as soon as possible after the last day of each month the amount collected on behalf of HAAS.
8. HAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. HAAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The HAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the HAAS, that the HAAS is violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.

10. The HAAS will submit a tentative FY '09 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '08.
11. The HAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.
12. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2008, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The HAAS shall provide an audit of the HAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of HAAS fiscal year on November 30, 2008.
14. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the HAAS or its duly authorized agent.

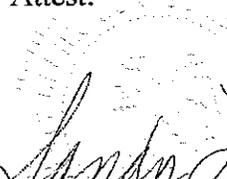
Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for HAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Michael Spill
County Board Chairman

5-13-08
Date

Attest:


Sandy Letherser
County Clerk

5-13-08
Date

HILLSBORO AREA ABULANCE SERVICE

Stephen R. Gullerson
Authorized Representative

1-7-08
Date

President
Title