FY 2008

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Litchfield Area Ambulance Service**, a not-for-profit corporation (hereinafter named LAAS) an independent contractor, and LAAS 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 ($165,000) 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 LAAS 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 LAAS 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, 2006 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 LAAS.

3. The total annual cost of the operation of the County office shall be reimbursed by the LAAS 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 LAAS 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 **$1838.06** 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 LAAS.

   The County shall then calculate and apply the total monthly payment as made by the LAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the LAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the LAAS 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 LAAS as soon as possible after the last day of each month the amount collected on behalf of LAAS.

8. LAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. LAAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The LAAS 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 LAAS, that the LAAS is violation of State regulations, said funds to be disbursed upon the LAAS coming into compliance.

10. The LAAS 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 LAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the LAAS.

12. The LAAS 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 LAAS 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 LAAS shall provide an audit of the LAAS 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 LAAS fiscal year on November 30, 2008.

14. The LAAS 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 LAAS 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 LAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

County Board Chairman

5-13-08
Date

Attest:

County Clerk

5-13-08
Date

LITCHFIELD AREA ABULANCE SERVICE

Authorized Representative

2-8-08
Date

Mayor
Title

FY 2008

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Farmersville/Waggoner Area Ambulance service**, a not-for-profit corporation (hereinafter named F/W AAS) an independent contractor, and F/W AAS 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 ($63,000), 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 F/W AAS 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.

FILED
JUN 10 2008
Sandra Leitheiser COUNTY CLERK

Continued on Page 2

1. The F/W AAS 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 F/W AAS.

3. The total annual cost of the operation of the County office shall be reimbursed by the F/W AAS 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 F/W AAS 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 **$193.48** 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 F/W AAS.

   The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS 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 F/W AAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.

8. F/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The F/W AAS 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 F/W AAS, that the F/W AAS is violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.

10. The F/W AAS 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 F/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS.

12. The F/W AAS 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 F/W AAS 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 F/W AAS shall provide an audit of the F/W AAS 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 F/W AAS fiscal year on November 30, 2008.

14. The F/W AAS 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 F/W AAS 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 F/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

County Board Chairman

Date 6/11/08

Attest:

County Clerk

Date 6/11/08

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

Authorized Representative

Date 2-12-08

FWAAS

Title

FY 2008

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Raymond/Harvel Area Ambulance Service**, a not-for-profit corporation (hereinafter named R/H AAS) an independent contractor, and R/H AAS 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 ($32,662) 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 R/H AAS 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.

JAN 1 6 2008

Continued on Page 2

1. The R/H AAS 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 R/H AAS.

3. The total annual cost of the operation of the County office shall be reimbursed by the R/H AAS 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 R/H AAS 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 **$145.11** 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 R/H AAS.

   The County shall then calculate and apply the total monthly payment as made by the R/H AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the R/H AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the R/H AAS 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 R/H AAS as soon as possible after the last day of each month the amount collected on behalf of R/H AAS.

8. R/H AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. R/H AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The R/H AAS 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 R/H AAS, that the R/H AAS is violation of State regulations, said funds to be disbursed upon the R/H AAS coming into compliance.

10. The R/H AAS 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 R/H AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the R/H AAS.

12. The R/H AAS 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 R/H AAS 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 R/H AAS shall provide an audit of the R/H AAS 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 R/H AAS fiscal year on November 30, 2008.

14. The R/H AAS 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 R/H AAS 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 R/H AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

County Board Chairman — Date: 5-13-08

Attest:

County Clerk — Date: 5-13-08

RAYMOND/HARVEL AREA ABULANCE SERVICE

Authorized Representative — Date: 1/8/08

President

Title

FY 2008

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Nokomis/Witt Area Ambulance Service**, a not-for-profit corporation (hereinafter named N/W AAS) an independent contractor, and N/W AAS 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 ($97,500) 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 N/W AAS 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

RECEIVED 12/21/07

1. The N/W AAS 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 N/W AAS.

3. The total annual cost of the operation of the County office shall be reimbursed by the N/W AAS 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 N/W AAS 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 **$773.92** 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 N/W AAS.

   The County shall then calculate and apply the total monthly payment as made by the N/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the N/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the N/W AAS 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 N/W AAS as soon as possible after the last day of each month the amount collected on behalf of N/W AAS.

8. N/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. N/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The N/W AAS 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 N/W AAS, that the N/W AAS is violation of State regulations, said funds to be disbursed upon the N/W AAS coming into compliance.

10. The N/W AAS 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 N/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the N/W AAS.

12. The N/W AAS 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 N/W AAS 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 N/W AAS shall provide an audit of the N/W AAS 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 N/W AAS fiscal year on November 30, 2008.

14. The N/W AAS 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 N/W AAS 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 N/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

County Board Chairman

Date 5/13/08

Attest:

County Clerk

Date 5/13/08

NOKOMIS/WITT AREA ABULANCE SERVICE

Authorized Representative

Date 12-19-07

Manager

Title

Resolution #08-11

RESOLUTION IN SUPPORT OF THE RELEASE OF STATE MATCHING FUNDS FOR THE COOPERATIVE EXTENSION SERVICE IN THE STATE OF ILLINOIS

WHEREAS, Illinois State Statute, Chapter 505, Section 45 of the County Cooperative Extension Law, Section 2 states, "A sharing of responsibility is essential with counties of the State in providing for local costs of Cooperative Extension to supplement appropriation by the General Assembly of the State of Illinois."; and

WHEREAS, the Montgomery County citizens voted to pass a referendum, allocating Montgomery County tax dollars to support the work of the Cooperative Extension Service in Montgomery County; and

WHEREAS, the Montgomery County Board, in good faith, appropriated these funds for the fiscal year of 2008 and understood that these funds would be matched by appropriations of the General Assembly of the State of Illinois for matching purposes to support the work of the Cooperative Extension Service as stated by Statute, Chapter 505 Section 45; and

WHEREAS, a sharing of these funds is essential to continuing 4-H and youth programming, agricultural education programming, community and economic development programming, food and nutrition programming, and horticulture and Master Gardener programming in Montgomery County;

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Board and the citizens of Montgomery County request the release of appropriated funds to fulfill the obligation of the General Assembly of the State of Illinois for the work of the Cooperative Extension Service in Montgomery County in the fiscal year 2008.

Passed this 13th Day of May, 2008.

Michael Plunkett

Montgomery County Board Chairman, Mike Plunkett

ATTEST:

Sandy Leitheiser

Montgomery County Clerk/Recorder, Sandy Leitheiser

A POLICY CONCERNING PERSONAL USE OF MONTGOMERY COUNTY PROPERTY

The Montgomery County Board (hereinafter referred to as Board) is implementing "**A POLICY CONCERNING PERSONAL USE OF MONTGOMERY COUNTY PROPERTY**" (hereinafter referred to as The Policy) involving property owned by Montgomery County (hereinafter referred to as "County") including, but not limited to, motorized vehicles. The Board provides services to its residents as timely and efficiently as possible. Providing these services may give an employee of a department the use of a County owned vehicle to the extent that it results in transportation to and from work. The departments involved are primarily, but not limited to the Sheriff, Highway, Emergency Management, 9-1-1, EPA, and Animal Control.

The use of a County owned vehicle is a privilege to an employee. Any decision involving this privilege is at the discretion and authorization of management, with consent and approval of the Board. The employee must be responsible and accountable for proper use of the property while in their possession.

Requirements while operating County property:

1. Precautions are to be taken to prevent theft, vandalism, and damage to property at all times;
2. An insurance rider will be provided by the employee to satisfy any liability concerns as recommended and required by the State's Attorney;
3. Obedience of all laws while using County property;
4. Have a valid driver's license enabling the employee to operate the vehicle;
5. A good driving record with no violations resulting in suspension of license or restrictions on insurance coverage;
6. Employee assures that the use of the property is for its intended purpose;
7. Maintain adequate record keeping, including but not limited to *mileage logs as required by the Board*, in order to satisfy IRS rules and regulations.

Prohibited uses of County property:

1. Personal use, other than allowed by The Policy or determined by management;
2. Irresponsible behavior that could cause harm to others;
3. Actions that may cause damage to the property;
4. Use of the property in ways not intended;
5. Unauthorized user, only the employee may use the property, *no exceptions*;
6. Using the property outside of the County, except for official business authorized by the Board;
7. Any use of the property that could result in the perception of abuse of these privileges by the taxpayers of the County.

The Board reserves the right to monitor and revise The Policy when, and if, necessary. Management may also be required by the Board to provide updates and reports, including a "cost to benefit" analysis.

Consequences of Fringe Benefits:

The Internal Revenue Service considers personal use of County owned property a taxable fringe benefit. In accordance with IRS Publication 15-B, "Any fringe benefit provided is taxable and must be included in the recipients' pay unless the law specifically excludes it". An exception is provided for "qualified non-personal use property". In the case of County vehicles, "qualified non-personal use vehicles" include:

1. A clearly marked police and fire vehicle;
2. An unmarked vehicle used by a law enforcement officer. The officer must be authorized to carry a firearm, execute search warrants, and make arrests;

3. An ambulance or hearse used for its specific purpose;
4. A vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds;
5. A delivery truck with seating for the driver only or driver plus a folding jump seat;
6. A passenger bus with a capacity of at least 20 passengers used for its specific purpose;
7. A school bus;
8. A tractor or other special purpose farm vehicle.

Any use of a "qualified non-personal use vehicle" is a working condition fringe benefit. The value of this particular benefit, to the employee, is excluded from income.

Internal Revenue Service Commuting Value Rule:

Any employee receiving an employer fringe benefit that does not include a "qualified non-personal use vehicle", as listed above, will be required to include the value of the benefit as part of their wages. The value is determined by using the IRS "Commuting Value Rule". Under this rule the value of the fringe benefit, for *commuting purposes only*, is determined by multiplying each one-way commute by $1.50, regardless of the length of the commute. Management will be responsible for calculating the wages earned under the Commuting Rule and reporting these wages to the Payroll Office to be included on the employees' W-2. The Payroll Office will provide forms for reporting. To apply the Commuting Rule all of the following requirements must be met:

1. The County provides a vehicle to the employee for use in the County's business, and the employee is required to commute in that vehicle;
2. The employee must not use the vehicle for personal purposes other than for commuting or de minimis personal use. (i.e. stop for personal errand);
3. The employee does not use the property for any personal purpose other than commuting and de minimis personal use;
4. The employee is not a government control employee defined as follows:
   a) Elected official, or
   b) Employee whose pay is at least Federal Government Executive Level V ($136,200 for the year 2007).

Recordkeeping:

A daily log report must be kept for each vehicle. To maintain consistency in reporting a universal log report shall be provided to each department. The log report will contain the following:

1. Date;
2. Mileage (beginning and ending);
3. Destination;
4. Business purpose;
5. Personal use mileage.

Each affected County employee will be given a copy of The Policy and be expected to adhere to it *without exception*. By signing below, the employee acknowledges receipt and acceptance of the conditions, restrictions, and consequences of The Policy.

_____	_____	_____
Employee Name (Printed)	Employee Signature	Date

_____
Department

Ordinance

ORDINANCE NUMBER 08-12
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Montgomery County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Montgomery County that:

Section 1. Shelby County shall hereby provide public transportation within the limits of Montgomery County.

Section 2. The County Clerk of the County of Montgomery shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the *County Board Chairman* of the County of Shelby is hereby authorized and directed to execute and file on behalf of Montgomery County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Montgomery County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Chairman and the Board of Montgomery County on the 10th day of June 2008, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 21

PRESENT 20

AYE 20

NAY 0

Sandy Leathers

Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 10th day of June 2008.

Michael Pollitt

Chairman of County Board of Montgomery County, Illinois

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Douglas, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.

3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.

4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.

5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.

6. That the terms of this Agreement will be effective for the twelve-month grant period.

7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.

10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

COUNTY OF SHELBY, a body politic and corporate

By: George Fragin
Chairperson, Shelby County Board

ATTEST:

Kathy A. Lantz
Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: Michael Plunkett
Chairperson, Montgomery County Board

ATTEST:

Sandy Leatherman
Montgomery County Clerk

ORDINANCE # 08-13

ORDINANCE ESTABLISHING PREVAILING WAGE RATES

WHEREAS, the State of Illinois has enacted, "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Illinois Revised Statutes, Chapter 48, par. 39s-1 et seq., and

WHEREAS, the aforesaid Act requires that the Board of Trustees of Montgomery County Board investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Montgomery County Board employed in performing construction of public works, for said Board of Trustees.

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works," approved June 26th, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 2008 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Board of Trustees to the extent required by the aforesaid Act.

SECTION 3: The Board of Trustees shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees this determination or any revisions of such prevailing rate of wage. A copy of this determination or the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board of Trustees shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board of Trustees shall promptly file a certified copy of this Ordinance with BOTH the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board of Trustees shall cause to be published in a newspaper of general circulation within the area a notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 10th day of June, 2008.

APPROVED:

Michael Blankenship

CHIEF PRESIDING OFFICER

ATTEST:

Sandra Lotheiser

SECRETARY/CLERK

STATE OF ILLINOIS)
) S.S.
COUNTY OF MONTGOMERY)

CERTIFICATION OF PREVAILING WAGE ORDINANCE

I, Sandy Leitheiser, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 10th day of June, 2008, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 10th day of June, 2008.

(SEAL)

Sandy Leitheiser
Clerk/Secretary

ATTEST:

Michael [illegible]
Chief Presiding Officer/ Title

ontgomery County Prevailing Wage for June 2008

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		22.500	23.000	1.5	1.5	2.0	5.050	10.25	0.000	0.600
ASBESTOS ABT-MEC		BLD		25.690	26.690	1.5	1.5	2.0	5.050	2.500	0.000	0.250
BOILERMAKER		BLD		30.000	32.500	1.5	1.5	2.0	6.820	11.28	1.000	0.300
BRICK MASON		BLD		27.090	28.840	1.5	1.5	2.0	5.250	8.450	2.000	0.400
CARPENTER		BLD		27.090	29.340	1.5	1.5	2.0	6.750	8.750	0.000	0.320
CARPENTER		HWY		27.110	28.860	1.5	1.5	2.0	6.750	8.770	0.000	0.320
CEMENT MASON		ALL		27.500	28.250	1.5	1.5	2.0	6.000	9.000	0.000	0.200
CERAMIC TILE FNSHER		BLD		23.370	0.000	1.5	1.5	2.0	5.200	4.400	0.000	0.410
ELECTRIC PWR EQMT OP	NE	ALL		30.750	0.000	1.5	1.5	2.0	4.750	8.610	0.000	0.000
ELECTRIC PWR EQMT OP	SW	ALL		31.510	37.980	1.5	2.0	2.0	4.530	7.880	0.000	0.160
ELECTRIC PWR GRNDMAN	NE	ALL		21.090	0.000	1.5	1.5	2.0	4.750	5.905	0.000	0.000
ELECTRIC PWR GRNDMAN	SW	ALL		23.530	37.980	1.5	2.0	2.0	3.380	5.890	0.000	0.120
ELECTRIC PWR LINEMAN	NE	ALL		34.160	36.350	1.5	1.5	2.0	4.750	9.560	0.000	0.000
ELECTRIC PWR LINEMAN	SW	ALL		36.220	37.980	1.5	2.0	2.0	5.210	9.060	0.000	0.180
ELECTRIC PWR TRK DRV	NE	ALL		22.130	0.000	1.5	1.5	2.0	4.750	6.200	0.000	0.000
CTRIC PWR TRK DRV	SW	ALL		25.710	37.980	1.5	2.0	2.0	3.700	6.430	0.000	0.130
CTRICIAN	E	BLD		31.930	35.120	1.5	1.5	2.0	5.150	5.750	0.000	0.480
ELECTRICIAN	NW	BLD		32.220	34.220	1.5	1.5	2.0	5.150	5.620	0.000	0.500
ELECTRICIAN	SW	ALL		33.740	36.760	1.5	1.5	2.0	5.400	6.750	0.000	0.420
ELECTRONIC SYS TECH	E	BLD		26.930	28.430	1.5	1.5	2.0	5.150	4.040	0.000	0.250
ELECTRONIC SYS TECH	W	BLD		26.520	28.020	1.5	1.5	2.0	2.800	6.270	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		38.715	43.550	2.0	2.0	2.0	8.775	6.960	2.320	0.000
GLAZIER		BLD		28.230	28.230	1.5	2.0	2.0	5.480	5.000	0.000	0.260
HT/FROST INSULATOR		BLD		31.240	32.240	1.5	1.5	2.0	5.300	8.860	0.000	0.450
IRON WORKER	N	BLD		27.300	29.300	1.5	1.5	2.0	5.860	9.610	0.000	0.500
IRON WORKER	N	HWY		27.300	28.800	1.5	1.5	2.0	5.860	9.610	0.000	0.500
IRON WORKER	S	ALL		27.350	28.850	1.5	1.5	2.0	6.360	9.150	0.000	0.420
LABORER		ALL		22.000	22.500	1.5	1.5	2.0	5.050	10.25	0.000	0.600
LATHER		BLD		27.090	29.340	1.5	1.5	2.0	6.750	8.750	0.000	0.320
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		BLD		23.370	0.000	1.5	1.5	2.0	5.200	4.400	0.000	0.410
MILLWRIGHT		BLD		27.700	29.950	1.5	1.5	2.0	6.750	8.600	0.000	0.320
MILLWRIGHT		HWY		29.260	31.010	1.5	1.5	2.0	6.750	9.050	0.000	0.320
OPERATING ENGINEER		ALL	1	27.000	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL	2	25.870	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL	3	21.390	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
RATING ENGINEER		ALL	4	21.450	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
RATING ENGINEER		ALL	5	21.120	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL	6	27.550	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL	7	27.850	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL	8	28.130	29.000	1.5	1.5	2.0	6.700	12.35	0.000	1.000
PAINTER		BLD		27.700	29.200	1.5	1.5	2.0	4.750	6.170	0.000	0.400
PAINTER		HWY		28.900	30.400	1.5	1.5	2.0	4.750	6.170	0.000	0.400
PAINTER OVER 30FT		BLD		28.700	30.200	1.5	1.5	2.0	4.750	6.170	0.000	0.400
PAINTER PWR EQMT		BLD		28.700	30.200	1.5	1.5	2.0	4.750	6.170	0.000	0.400
PAINTER PWR EQMT		HWY		29.900	31.400	1.5	1.5	2.0	4.750	6.170	0.000	0.400
PILEDRIVER		BLD		27.590	29.840	1.5	1.5	2.0	6.750	8.750	0.000	0.320
PILEDRIVER		HWY		28.110	29.860	1.5	1.5	2.0	6.750	8.770	0.000	0.320
PIPEFITTER	NE	BLD		34.700	37.200	1.5	1.5	2.0	6.450	4.750	0.000	0.350
PIPEFITTER	SW	BLD		31.450	33.020	2.0	2.0	2.0	5.350	6.660	0.000	0.200
PLASTERER		BLD		27.900	28.900	1.5	1.5	2.0	6.000	7.750	0.000	0.250
PLUMBER	NE	BLD		34.700	37.200	1.5	1.5	2.0	6.450	4.750	0.000	0.350
PLUMBER	SW	BLD		31.450	33.020	2.0	2.0	2.0	5.350	6.660	0.000	0.200
ROOFER		BLD		26.070	28.570	1.5	1.5	2.0	6.600	5.250	0.000	0.200
SHEETMETAL WORKER		ALL		28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER		BLD		35.140	37.690	1.5	1.5	2.0	7.000	6.200	0.000	0.250
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	0.000	0.000	0.000	0.000
RAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	0.000	4.250	0.000	0.070

TRUCK DRIVER	ALL	1	27.580	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	ALL	2	27.980	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	ALL	3	28.180	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	ALL	4	28.430	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	ALL	5	29.180	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	O&C	1	22.060	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	O&C	2	22.380	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	O&C	3	22.540	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	O&C	4	22.740	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK DRIVER	O&C	5	23.340	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

MONTGOMERY COUNTY

CARPENTERS AND PILEDRIVERS (NORTH) - The area north of Route 108, running east to Route 55, then north to Routes 48/127, east following Route 48 from Raymond to Harvel.

ELECTRICIANS (EAST) - Townships of Audubon, East Fork, Fillmore, Irving, Nikomis, Roundtree, South Fillmore and Witt.

ELECTRICIANS (NW) - Townships of Bois D'Arc, Pitman, and Harvel (Northern projection).

ELECTRICIANS (SW) - Townships of Zanesville, Raymond, North and South Litchfield, Butler Grove, Hillsboro, Walshville and Grishman.

ELECTRIC POWER LINEMAN, GROUNDMAN, EQUIPMENT OPERATOR, TRUCK DRIVER (NE) - Entire county except Butler Grove, Grisham, Hillsboro, North and South Litchfield, Raymond, Walshville, and Zanesville Townships.

IRONWORKERS (NORTH) - That part of the county north of a diagonal line through Taylor Springs and Chapman.

PLUMBERS & PIPEFITTERS (SW) - That part of the county South and West of Route 127.

ELECTRONIC SYSTEMS TECHNICIAN (WEST) - Townships of Zanesville, Raymond, North Litchfield, Butler Grove, South Litchfield, Hillsboro, Walshville and Grisham.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and

uid asphalt to coat an existing road surface, followed by plication of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble stone and all other materials that may be used and installed by [a] e layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS ELECTRICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse ll systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.
GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

RRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, tarpaper and wire mesh (2x2 etc.) or lath. The finishing of ent floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217/782/1710 for wage rates or clarifications.

NDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Montgomery County Animal Control Ordinance

Adopted October 11th, 2005
Revised – June 10th, 2008

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STATE of ILLINOIS)
) SS
ILLINOIS

COUNTY of MONTGOMERY)
NO. 08-14

ORDINANCE PROVIDING FOR ANIMAL CONTROL IN MONTGOMERY COUNTY,

This Ordinance shall be known and referred to as the MONTGOMERY COUNTY ANIMAL CONTROL ORDINANCE.

WHEREAS, the Montgomery County Board has determined that it is in the best interest of Montgomery County that an Ordinance be established providing for animal control in concurrence with the State of Illinois Animal Control Act; and

WHEREAS, Illinois Compiled Statutes, Chapter 55, Para, 5/5-1071 gives the County the power to regulate and prohibit the running at large of dogs in certain areas of the County; and

WHEREAS, Illinois Compiled Statutes, Chapter 510, Para, 5/1 et seq. required the County to effectuate a program for stray animal control and rabies prevention and through Public Act 094-0639 the spaying, neutering and sterilization of dogs and cats; and

WHEREAS, the Montgomery County Board desires to establish an Animal Control Program and adopt by Ordinance the provisions of an Animal Control Act for the State of Illinois set forth in Chapter 510, Section 5/1 et seq. of the 1992 Illinois Compiled Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Montgomery County Board as follows:

1. That provisions of the Animal Control Act set forth in Chapter 510, Section 5/1 et seq. of the 1992 Illinois Compiled Statutes as now exists or as may be amended from time to time hereafter are hereby adopted by the Montgomery County Board and incorporated herein by reference thereto.

Revisions of the Animal Control Ordinance Approved and Adopted this ~~13th~~ 10th, Day of ~~May~~ June 2008

Mike Plunkett, Montgomery County Board Chairman

ATTEST:

Sandy Leitheiser, Montgomery County Clerk & Recorder

(MCACO – 1/1)

a. ***Definitions***: As used in this Ordinance, the following items shall have the following meanings:

(MCACO – 1/2)

b. ***"Administrator"*** means -- the County Coordinator is appointed by the County Board for the purpose of overseeing the Animal Control Program. An administrator may be a veterinarian licensed by the State or a non-veterinarian. In the event that the appointed Administrator is not a veterinarian, the Administrator will defer to a licensed veterinarian regarding all medical decisions for the animals.

(MCACO – 1/3)

c. ***"Animal"*** means -- every living creature other than man, which may be affected by rabies. (510 ILCS 5/2.02) (Source: P.A. 93-548)

(MCACO – 1/4)

d. ***"Animal Control Warden"*** means -- any person approved by the County Coordinator and appointed by the County Board, to perform the duties set forth in this Ordinance.

(MCACO – 1/5)

e. ***"Business Day"*** means -- any day including holidays that the animal control facility is open to the public for animal reclaims. (510 ILCS 5/2.03a) (Source: P.A. 93-548)

(MCACO – 1/6)

f. ***"Board"*** means -- the Montgomery County Board.

(MCoCO – 1/7)

g. ***"Cat"*** means -- Felis Catus. (510 ILCS 5/2.04a) (Source: P.A. 93-548)

(MCACO – 1/8)

h. ***"Confined"*** means -- restriction of an animal at all times by the owner, or his agent, to an escape-proof building, house, or other enclosure away from other animals and the public which has been inspected and deemed suitable by the Administrator and/or Animal Control Warden.

(MCACO – 1/9)

i. ***"Dangerous Dog/Dogs"*** means – (i) any individual dog or group of dogs anywhere other than upon the property of the owner or custodian of the dog/dogs and un-muzzled, unleashed, or unattended by its owner/owners or custodian/custodians that behaves in a manner, which is believed to pose an unjustified imminent threat of serious physical injury or death to a person/persons or a companion animal/animals or (ii) a dog that, without justification, bites a person and does not cause serious physical injury.

(MCACO – 1/10)

j. ***"Department"*** means -- the Department of Agriculture of the State of Illinois. (510 ILCS 5/2.06) (Source: P.A. 78-795)

(MCACO – 1/11)

k. ***"Deputy Administrator"*** means -- a veterinarian licensed by the State of Illinois, appointed by the Administrator. In the event the deputy administrator is not a licensed veterinarian the Administrator may appoint a county employee to assist in overseeing the Animal Control Program. Anyone assisting in overseeing the animal control program shall defer to a licensed veterinarian regarding all medical decisions for the animals.

(MCACO – 1/12)

l. ***"Director"*** means -- the Director of the Department of Agriculture of the State of Illinois, or his/her duly appointed representative. (510 ILCS 5/2.08) (Source: P.A. 78-795)

(MCACO – 1/13)

m. ***"Dog"*** means -- all members of the family Canidae. (510 ILCS 5/2.11) (Source: P.A. 78-795)

(MCACO – 1/14)

n. ***"Enclosure"*** means -- a fence or structure of at least 6 feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a dangerous or vicious dog in conjunction with other measures that may be taken by the owner or keeper, such as tethering of the dangerous or vicious dog within the enclosure. The enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be created to prevent the animal from escaping from the enclosure, which shall be inspected by the Administrator and/or Animal Control Warden to be deemed as a suitable enclosure. If the enclosure is a room within a residence, it cannot have direct ingress from or egress to the outdoors unless it leads directly to an enclosed pen and the door must be locked. A dangerous or vicious dog may be allowed to move about freely within the entire residence if it is muzzled at all times.

(MCACO – 1/15)

o. ***"Feral Cat"*** means -- a cat that (i) is born in the wild or is the offspring of an owned or feral cat and is not socialized, (ii) is a formerly owned cat that has been abandoned and is no longer socialized or (iii) lives on a farm. (510 ILCS 5/2.11b) (Source: P.A. 93-548)

(MCACO – 1/16)

p. ***"Fund"*** means – the Montgomery County Animal Population Control Fund established in this Ordinance or the Pet Population Control Fund established by the State.

(MCACO – 1/17)

q. ***"Intact Animal"*** means -- an animal that has not been spayed or neutered. (510 ILCS 5/2.11 new)

(MCACO – 1/18)

r. ***"Has Been Bitten"*** means -- has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin. (510 ILCS 5/2.12)(Source: P.A. 78-795)

(MCACO – 1/19)

s. ***"Impounded"*** means -- taken into custody to the county animal control facility by the Montgomery County Animal Control Warden or designated appointee of the Animal Control Program.

(MCACO – 1/20)

t. ***"Inoculation Against Rabies"*** means -- the injection of an anti-rabies vaccine approved by the Department. (510 ILCS 5/2.13) (Source: P.A. 78-795)

(MCACO – 1/21)

u. ***"Leash"*** means -- a cord, rope, strap, or chain, which shall be securely fastened to the collar of the harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control. (510 ILCS 5/2.14) (Source: P.A. 78-795)

(MCACO – 1/22)

v. ***"Licensed Veterinarian"*** means -- a veterinarian licensed by the State in which he/she engages in the practice of veterinary medicine. (510 ILCS 5/2.15) (Source: P.A. 78-795)

(MCACO – 1/23)

w. ***"Owner"*** means -- any person having a right of property in an animal, or who keeps or harbors an animal for more than 3 days, or who has it in his care, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him/her. "Owner" does not include a feral cat caretaker participating in a trap, spay/neuter, return or release program.

(MCACO – 1/24)

x. ***"Person"*** means -- any individual, firm, corporation, partnership, society, association or other legal entity, any public or private institution, the State of Illinois, municipal corporation or political subdivision of the State, or any other business unit. (510 ILCS 5/2.17) (Source: P.A. 78-795.)

(MCACO – 1/25)

y. ***"Peace Officer"*** has the meaning ascribed to it in Section 2-13 of the Criminal Code of 1961. (510 ILCS 5/2.17a) (Source: P.A. 93-548)

(MCACO – 1/26)

z. ***"Police Animal"*** means -- an animal owned or used by a law enforcement department or agency in the course of the department or agency's work. (510 ILCS 5/2.17b) (Source: P.A. 93-548)

(MCACO – 1/27)

aa. ***"Pound" or "Animal Control Facility"*** may be used interchangeably and mean any facility approved by the County Board for the purpose of enforcing this Ordinance and used as a shelter for seized, stray, homeless, abandoned, or unwanted dogs or other animals.

(MCACO – 1/28)

bb. ***"Physical Injury"*** means the impairment of physical condition. (510 ILCS 5/2.18a) (Source: P.A. 93-548)

(MCACO – 1/29)

cc. ***"Registration Certificate"*** means -- a printed form prescribed by the Administrator for the purpose of recording pertinent information as required by the Department and adopted by the ***County*** Board under this Ordinance.

(MCACO – 1/30)

dd. ***"Serious Physical Injury"*** means -- a physical injury that creates a substantial risk of death or that causes death, serious disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery. (510 ILCS 5/2.19a) (Source: P.A. 93-548)

(MCACO – 1/31).

ee. ***"Stray Dog"*** means – any dog that does not have an owner, is not claimed by its owner or is not property owned.

(MCACO – 1/32)

ff. ***"Vicious Dog"*** means -- a dog that, without justification, attacks a person and causes serious physical injury or death or any individual dog that has been found to be a "dangerous dog" upon 3 separate occasions. (510 ILCS 5/2.19b) (Source: P.A. 93-548)

(MCACO – 1/33)

gg. ***Appointment of Administrator:*** The County Board Chairman with the consent of the County Board shall appoint an Administrator. Appointments shall be made as necessary to keep this position filled at all times. The Administrator may appoint as many Deputy Administrators and Animal Control Wardens to aid him or her as authorized by the Board. The compensation for the Administrator, Deputy Administrators, and Animal Control Wardens shall be fixed by the Board. The Administrator may be removed from office by the County Board Chairman, with consent of the County Board. ***County Board:*** The Board shall provide necessary personnel, training, equipment, supplies, and facilities, and shall operate pounds or contract for their operation as necessary to effectuate the program. The Board shall be empowered to utilize monies from their General Corporate Fund to effectuate the intent of this Ordinance. The Board may enter into contracts or agreements with persons to assist in the operation of the program and may establish a County Animal Population Control Fund. The Board is authorized by Ordinance to require the registration and may require micro-chipping of dogs and cats. The Board shall impose an individual dog and cat registration fee with a minimum differential of $10 for intact dogs and cats. Ten dollars of the differential shall be placed in the County Animal Population Control Fund. The $10.00 differential that is received from registration fees will be placed in the fund to be used for; (i) rabies vaccination clinics for dogs and cats, (ii) spaying, neutering or sterilizing adopted dogs and cats (iii) spaying and neutering dogs and cats owned by low income county residents who are eligible for the food stamp program, and (iiii) to aid in promoting the sterilization program, to educated the public about the importance of spaying and neutering and for reasonable administrative and personnel costs related to the fund. All persons selling dogs or cats or keeping registries of dogs or cats shall cooperate and provide information to the Administrator as required by Board Ordinance, including sales, number of litters, and ownership of dogs and cats. When animals are scanned for microchips, the microchip number may serve as the county animal control registration number.

(MCACO – 1/34)

hh. ***Duties and Powers:*** (a) It shall be the duty of the Administrator, Animal Control Warden and County Veterinarian(s), through sterilization, humane education, rabies inoculation, stray control, impoundment, quarantine, and any other means deemed necessary, to control and prevent the spread of rabies and to exercise dog and cat overpopulation control. (b) The Administrator and/or Animal Control Warden may issue and serve citations and orders for violations of this Ordinance. ***Whenever any person charged with an offense, which is payable at the County Circuit Clerks Office, shall fail to appear and pay his fine in the time prescribed, the administrator may cause a complaint to be filed against such person for such violation. The State's Attorney to whom the Administrator reports any violation of this Ordinance shall cause appropriate proceedings to be instituted in the proper courts without delay and to be prosecuted in the manner provided by law.*** The Administrator and/or Animal Control Warden may not carry

weapons unless they have been specifically authorized to carry weapons by county ordinance. Through County Board approval, the Animal Control Warden, may use a tranquilizer gun and/or other non-lethal weapons and equipment that do not require specific weapons authorization, after he/she has been properly trained. (c) Upon request by the Administrator and/or Animal Control Warden, the Sheriff's Department and/or municipal Police Officers shall assist the Administrator and/or Animal Control Warden in carrying out the provisions of this Ordinance when their presence is needed. (d) The Administrator and Animal Control Wardens shall aid in the enforcement of the Humane Care for Animals Act and have the ability to impound animals and apply for security posting for violation of that Act.

(MCACO – 1/35)

ii. ***Remittance of Rabies Tag Fees to the Animal Control Fund:*** All rabies tag fees collected shall be remitted to Montgomery County Animal Control, where the County Treasurer, shall place the monies in the Animal Control Fund. This fund shall be set up by him/her for the purpose of paying costs of the Animal Control Program. Funds will be utilized by the Animal Control Program to aid local health departments or the county nurse's office for the purchase of human rabies anti-serum, or human vaccine, the cost for administration of the serum or vaccine, minor medical care, and for paying the cost of stray dog control, impoundment, education on animal control and rabies, and other costs incurred in carrying out the provisions of this Ordinance.

(MCACO – 1/36)

jj. ***Inoculation Against Rabies Required:*** Every owner of a dog or cat 4 months or more of age shall have each dog and cat inoculated against rabies by a licensed veterinarian. Every dog and cat shall have a second rabies vaccination within one year of the first. Terms of subsequent vaccine administration and duration of immunity must be in compliance with USDA licenses of vaccines used. Evidence of such rabies inoculation shall be entered on a certificate the form of which shall be approved by the Board and which shall contain the microchip number of the animal if it has one and which shall be signed by the licensed veterinarian administering the vaccine. Veterinarians who inoculate a dog or cat shall obtain from the Montgomery County ***Animal Control*** serially numbered tags, one to be issued with each inoculation certificate. ***Only one dog or cat shall be included on each certificate***. The veterinarian immunizing and/or micro-chipping an animal from Montgomery County shall provide the Administrator with a certificate of immunization and micro-chip number and collect the rabies tag fee, which is mandated by State Law. If a licensed veterinarian determines in writing that a rabies inoculation would compromise an animal's health, then the animal shall be exempt from the rabies shot requirement, but the owner must still be responsible for the ***registration*** fee.

(MCACO – 1/37)

kk. ***Dogs Running at Large, Impoundment:*** Any dog found running at large may be apprehended and impounded by the Montgomery County Animal Control Warden. For this purpose the Administrator shall utilize any existing or available animal control facility or licensed animal shelter. The dog's owner shall pay a $25.00 public safety fine, of which $20.00 shall be deposited into the Pet Population Control Fund and $5.00 to the Animal Control Fund, for any dog running at large. A dog found running at large contrary to the provisions of this Ordinance a second or subsequent time must be spayed or neutered within 14 days after being reclaimed unless already spayed or neutered; failure to comply shall result in impoundment. If the owner does not reclaim the animal and it is not adopted out after impoundment, the animal shall be euthanized. The owner will be responsible for any and all fines and fees incurred.

(MCACO – 1/41)

qq. ***Animals Exhibiting Signs of Rabies, Confinement of Animal(s) Exposed:*** The owner of any animal which exhibits clinical signs of rabies, whether or not the animal has been inoculated against rabies, shall immediately notify a licensed veterinarian, the County Administrator, Animal Control Warden or County Sheriff's Department and shall promptly confine the animal, or have it confined, under suitable observation, for a period of not less than 10 days, unless officially authorized by the Administrator or licensed veterinarian, in writing, to release the animal sooner. Any other animal that has had direct contact with the alleged rabid animal and that has not been inoculated against rabies shall be confined for the observation period of 10 days as recommended by the Administrator and licensed veterinarian.

(MCACO – 1/42)

rr. ***Dog, Cat & Animal Bite; Observation of Animal***: (a) Except as otherwise provided in subsection (b) of this section, when the Administrator, Animal Control Warden or licensed veterinarian receives information that any person has been bitten by an animal, the Administrator and/or Animal Control Warden, shall have such dog, cat or other animal confined under the observation of a licensed veterinarian for a period of not less than 10 days. A veterinarian shall report the clinical condition of the animal to the Administrator within 24 hours of examination. If the animal was brought to the pound by an outside source other than the Animal Control Warden and is in the rural areas of the county the veterinarian will send written confirmation to the County Administrator, with the owner's name, address, the date of confinement, the breed, description, age, and sex of the animal, and whether the animal has been spayed or neutered so that the Administrator can notify the attending physician, responsible health agency and/or the parties involved. At the end of the confinement period, the veterinarian shall submit a written report to the Administrator advising him/her of the final disposition of the animal. In the case were an animal bite has taken place and evidence is presented that the animal was inoculated against rabies within the time prescribed by law, the animal shall be confined on the owners property in a manner, which will prohibit it from biting any person for a period of 10 days. The Administrator and/or Animal Control Warden, after proper arrangements for confinement have been met, will inspect the manner in which the animal is confined to determine if it is satisfactory. At the end of the confinement period, the animal shall be examined by a licensed veterinarian. If the veterinarian finds no medical reason why the animal needs continued confinement, the veterinarian shall contact the Administrator and/or Animal Control Warden on his/her findings. The Administrator and/or Animal Control Warden will then determine if the animal should be deemed dangerous or vicious before the animal is released. Any person having knowledge that a person has been bitten by an animal shall notify the Administrator, Animal Control Warden, licensed veterinarian, or County Sheriff's Department promptly. It is unlawful for the owner of the animal to euthanize, sell, give away, or otherwise dispose of any animal known to have bitten a person, until it has been authorized by the Administrator to be released. It is unlawful for the owner of the animal to refuse or fail to comply with the reasonable written or printed instructions made by the Administrator. If such instructions cannot be delivered in person, they shall be mailed to the owner of the animal by regular mail. Any expense incurred by the county in the handling of an owned animal shall be borne by the owner. The owner of a biting animal must also remit to the Department of Public Health, for deposit into the Pet Population Control Fund, a $25.00 public safety fine, within 30 days of the notice. (b) When a person has been bitten by a police dog, that is currently vaccinated against rabies, the police dog may continue to perform its duties for the peace officer or law enforcement agency and any period of observation of the police dog may be

under the supervision of a peace officer. The supervision shall consist of the dog being locked in a kennel, performing its official duties in a police vehicle, or remaining under the constant supervision of its police handler.

(MCACO – 1/43)

ss. Prevention of Spread of Rabies, Powers: Whenever a case of rabies has occurred in the county, or when the Administrator or proper officials of Montgomery County are apprehensive of the spread of rabies, the County shall act to prevent the spread of rabies among dogs, cats and other animals. The County may order: (i) that all dogs or other animals in the locality be, kept confined within an enclosure, kept muzzled and restrained by leash (ii) that all owners or keepers of dogs or other animals take prophylactic measurers as it deems necessary to prevent the spread of rabies (iii) Other measures as may be necessary to control the spread of rabies. The County may determine the area of the locality in which, and the period of time during which, such orders shall be effective.

(MCACO – 1/44)

tt. Vicious Dog: (a) In order to have a dog deemed "vicious", the Administrator or Deputy Administrator or law enforcement officer must give notice of the infraction that is the basis of the investigation to the owner, conduct a thorough investigation, interview any witnesses, including the owner, gather any existing medical records, veterinary medical records or behavioral evidence, and make a detailed report recommending a finding that the dog is a vicious dog and give the report to the States Attorney's Office and the owner. The Administrator, State's Attorney, Director, Sheriff's Department or any citizen of the county in which the dog exists may file a complaint in the circuit court in the name of the People of Montgomery County to deem a dog to be a vicious dog. Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert may be relevant to the court's determination of whether the dog's behavior was justified. The petitioner must prove the dog is a vicious dog by clear and convincing evidence. The Administrator shall determine where the animal shall be confined during the pendency of the case. A dog may not be declared vicious if the court determines the conduct of the dog was justified because: (i) the threat, injury, or death was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog, or was committing a willful trespass or other tort upon the premises or property owned or occupied by the owner of the animal (ii) the injured, threatened, or killed person was abusing, assaulting, or physically threatening the dog or its offspring, or has in the past abused, assaulted, or physically threatened the dog or its offspring; or (iii) The dog was responding to pain or injury, or was protecting itself, its owner, custodian, or member of its household, kennel, or offspring. For purposes of this Section: No dog shall be deemed "vicious" if it is a professionally trained dog for law enforcement or guard duties. Vicious dogs shall not be classified in a manner that is specific as to breed. (b) If the burden of proof has been met, the court shall deem the dog to be a vicious dog. If a dog is found to be a vicious dog, the owner shall; (i) pay a $100 public safety fine to be deposited into the Pet Population Control Fund (ii) the dog shall be spayed or neutered within 10 days of the finding at the expense of its owner and micro-chipped, if not already, and (iii) the dog shall be subject to enclosure. If an owner fails to comply with these requirements, in a time frame specified by the Administrator, Montgomery County Animal Control shall impound the dog and the owner shall pay a $500 fine plus impoundment fees to the Montgomery County Animal Control Program for non compliance of requirements. (c) A judge has the discretion to order a vicious dog be euthanized. A dog found to be a vicious dog shall not be released to the owner until the Administrator, Animal Control Warden, or the Director approves the enclosure. No owner or keeper of a vicious dog shall sell or give away the dog without approval from the Administrator or court. Whenever an owner

of a vicious dog relocates, he or she shall notify both the Administrator where he or she has relocated and where he or she formerly resided. (d) It shall be unlawful for any person to keep or maintain any dog, which has been found to be a vicious dog unless the dog is kept in an enclosure at all times. The only time that a vicious dog may be allowed out of the enclosure are (i) if it is necessary for the owner or keeper to obtain veterinary care for the dog, (ii) in the case of an emergency or natural disaster where the dog's life is threatened, or (iii) to comply with the order of a court of competent jurisdiction, provided that the dog is securely muzzled and restrained with a leash not exceeding 6 feet in length, and shall be under the direct control and supervision of the owner or keeper of the dog or muzzled in its residence. (e) Any dog which has been found to be a vicious dog and which is not confined to an enclosure shall be impounded by the Administrator, and/or Animal Control Warden, or the law enforcement authority having jurisdiction in the county. The owner has the right to appeal the impoundment order of the animal. If the owner of the dog has not appealed the impoundment order to the circuit court in the county in which the animal was impounded within 15 working days, the dog may be euthenized. Upon filing a Notice of Appeal, the order of euthanasia shall be automatically stayed pending the outcome of the appeal. The owner shall bear the burden of timely notification to animal control in writing. (f) Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, or police-owned dogs are exempt from this Section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this Section, each such dog shall be; (i) currently inoculated against rabies in accordance with Section 1/36 of this Ordinance (ii) it shall be the duty of the owner of such exempted dog to notify the Administrator of changes of address (iii) in the case of a sentry or guard dog, the owner shall keep the Administrator advised of the location where such dog will be stationed. The Administrator shall provide police and fire departments with a categorized list of such exempted dogs, and shall promptly notify such departments of any address changes reported to him/her. (g) If Montgomery County Animal Control has custody of the dog, Animal Control may file a petition with the court requesting that the owner be ordered to post security. The security must be in an amount sufficient to secure payment of all reasonable expenses expected to be incurred by Montgomery County Animal Control in caring for and providing for the dog pending the determination. Reasonable expenses include, but are not limited to, estimated medical care and boarding of the animal for 30 days. If security has been posted in accordance with this Section, Montgomery County Animal Control may draw from the security the actual costs incurred by the agency in caring for the dog. (f) Upon receipt of a petition, the court must set a hearing on the petition, to be conducted within 5 business days after the petition is filed. The petitioner must serve a true copy of the petition upon the defendant. (I) If the court orders the posting of security, the security must be posted with the clerk of the court within 5 business days after the hearing. If the person ordered to post security does not do so, the dog is forfeited by operation of law and Montgomery County Animal Control or licensed veterinarian must dispose of the animal through adoption or humane euthanization.

(MCACO – 1/45)

uu. Dangerous Dog Determination. (a) The Administrator of the County Animal Control Program, his/her designee or the Director can make a "Dangerous Dog Determination" after a thorough investigation including: sending, within 10 business days of the Administrator becoming aware of the alleged infraction, notifications to the owner of the alleged infractions, the fact of the initiation of an investigation, and affording the owner an opportunity to meet with the Administrator prior to the making of a determination; gathering of any medical or veterinary evidence; interviewing witnesses; and making a detailed written report. The Animal Control Warden, Deputy Administrator or law enforcement agent may ask the Administrator or Director to deem a dog to be "dangerous". (b) No dog shall be deemed a "dangerous dog" unless

shown to be a dangerous dog by a preponderance of evidence. The owner shall be sent immediate notification of the determination by registered or certified mail that includes a complete description of the appeal process. (c) A dog shall not be declared dangerous if the Administrator determines the conduct of the dog was justified because: (i) the threat was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or was committing a willful trespass or other tort upon the premises or property occupied by the owner of the animal; (ii) the threatened person was tormenting, abusing, assaulting, or physically threatening the dog or its offspring; (iii) the injured, threatened, or killed companion animal was attacking or threatening to attack the dog or its offspring; or (iiii) the dog was responding to pain or injury or was protecting itself, its owner, custodian, or a member of its household, kennel, or offspring. (d) Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert may be relevant to the determination of whether the dog's behavior was justified pursuant to the provisions of this Section. (e) If deemed dangerous, the Administrator, designee or Director shall order; (i) the dog's owner to pay a $50 public safety fine to be deposited into the Pet Population Control Fund, (ii) to be spayed or neutered within 14 days at the owner's expense and micro-chipped, if not already, (iii) one or more of the following as deemed appropriate under the circumstances and necessary for the protection of the public: (1) evaluation of the dog by a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert in the field and completion of training or other treatment as deemed appropriate by the expert. The owner of the dog shall be responsible for all costs associated with evaluations and training ordered under this subsection; or (2) direct supervision by a capable adult 18 years of age or older whenever the animal is on public premises. (f) The Administrator may order a dangerous dog to be muzzled whenever it is on public premises in a manner that will prevent it from biting any person or animal, but that shall not injure the dog or interfere with its vision or respiration. (g) Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard, or police-owned dogs are exempt from this Section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this Section, each such dog shall be currently inoculated against rabies in accordance with Section 1/35 of this Ordinance and performing duties as expected. It shall be the duty of the owner of the exempted dog to notify the Administrator of changes of address. In the case of a sentry or guard dog, the owner shall keep the Administrator advised of the location where such dog will be stationed. The Administrator shall provide police and fire departments with a categorized list of the exempted dogs, and shall promptly notify the departments of any address changes reported to him/her. (h) Montgomery County Animal Control has the right to impound a dangerous dog if the owner fails to comply with the requirements of this Ordinance.

(MCACO – 1/46)

vv. Dangerous Dogs Leash: It is unlawful for any person to knowingly or recklessly permit any dangerous dog to leave the premises of its owner when not under control by leash or other recognized control methods. (510 ILCS 5/15.2 new) (Source: P.A. 93-548)

(MCACO – 1/47)

ww. Dangerous Dog Appeal: (a) The owner of a dog found to be a dangerous dog pursuant to this Ordinance by the Administrator may file a complaint against the Administrator in the circuit court within 35 days of receipt of notification of the determination, for a de novo hearing on the determination. The proceeding shall be conducted as a civil hearing pursuant to the Illinois Rules of Evidence and the Code of Civil Procedure, including the discovery provisions. After hearing both parties' evidence, the court may make a determination of dangerous

dog if the Administrator meets his or her burden of proof of clear and convincing evidence. The final order of the circuit court may be appealed pursuant to the civil appeals provisions of the Illinois Supreme Court Rules. (b) The owner of a dog found to be a dangerous dog pursuant to this Ordinance by the Director may, within 14 days of receipt of notification of the determination, request an administrative hearing to appeal the determination. The administrative hearing shall be conducted pursuant to the Department of Agriculture's rules applicable to formal administrative proceedings, 8 Ill. Adm. Code Part 1, Subparts A and B. An owner desiring a hearing shall make his or her request for a hearing to the Illinois Department of Agriculture. The final administrative decision of the Department may be reviewed judicially by the circuit court of the county wherein the person resides or, in the case of a corporation, the county where its registered office is located. If the plaintiff in a review proceeding is not a resident of Illinois, the venue shall be in Sangamon County. The Administrative Review Law and all amendments and modifications thereof, and the rules adopted thereto, apply to and govern all proceedings for the judicial review of final administrative decisions of the Department hereunder. (c) Until the order has been reviewed and at all times during the appeal process, the owner shall comply with the requirements set forth by the Administrator, the court, or the Director. (d) At any time after a final order has been entered the owner may petition the circuit court to reverse the designation of dangerous dog.

(MCACO – 1/48)

xx. Liability of Owner of Dog Attacking or Injuring a Person: If a dog or other animal, without provocation, attacks or injures any person who is peaceably conducting himself in any place where he may lawfully be, the owner of such dog or other animal is liable in damages to such person for the full amount of the injury sustained. (510 ILCS 5/16) (Source: 78-795)

(MCACO – 1/49)

yy. Micro-Chipping Clinic & Expense: A clinic for microchipping companion animals of county residents may be conducted at least once a year under the direction of the Administrator for the Montgomery County Animal Control Program. The maximum amount that can be charged for microchipping an animal at this clinic shall be $15. Funds generated from this clinic shall be deposited in the county's animal control fund.

(MCACO – 1/50)

zz. Right of Entry-Inspections: For the purpose of making inspections hereunder, the Administrator Animal Control Warden or any law enforcement officer may enter upon private premises, provided that the entry shall not be made into any building that is a person's residence, to apprehend a straying dog or other animal, a dangerous or vicious dog or other animal, or an animal thought to be infected with rabies. If, after request therefore, the owner of the dog or other animal shall refuse to deliver the dog or other animal to the officer, the owner shall be in violation of this Ordinance. (510 ILCS 5/17) (Source: P.A. 93-548.)

(MCACO – 1/51)

aaa. Dog Injuring Livestock: Any owner seeing his or her livestock, poultry, or equidae being injured, wounded, or killed by a dog, not accompanied by or not under the supervision of its owner, may kill such dog. (510 ILCS 5/18) (Source: P.A. 93-548)

(MCACO – 1/52)

bbb. Liability of Dog Owner, Damages Caused to Livestock: The owner or keeper of a dog is liable to a person for all damages caused by the dog pursuing, chasing, worrying, wounding, injuring, or

killing any sheep, goats, cattle, horse, mules, poultry, ratites, or swine belonging to that person. (510 ILCS 5/18.1) (Source: P.A. 88-600)

(MCACO – 1/53)

ccc. Reimbursement to Owner of Domestic Animals Killed or Injured by Stray Dog-Procedure: Any owner having livestock, poultry, or equidae killed or injured by a stray dog shall, according to the provisions of this Ordinance and upon filing claim and making proper proof, be entitled to receive reimbursement for such losses from the Animal Control Fund; provided, he or she is a resident of this State and such injury or killing is reported to the Administrator within 24 hours after such injury or killing occurs, and makes an affidavit stating the number of such animals or poultry killed or injured, the amount of damages or injury, if known. The damages referred to in this Section shall be substantiated by the Administrator through prompt investigation and by not less than two witnesses. The Administrator shall determine provisions of this Section have been met and shall keep a record of the names of the owners of the animals or poultry, the amount of damages proven, and the number of animals or poultry killed or injured. The Administrator shall file a written report with the County Treasurer as to the right of an owner of livestock, Poultry, or equidae to be paid out of the Animal Control Fund, and the amount of such damages claimed. The County Treasurer shall, on the first Monday in March of each calendar year, pay to the owner of the animals or poultry the amount of damages to which he or she is entitled. The county board, by ordinance, shall establish a schedule for damages reflecting the current market value. If there are funds in excess of amounts paid for such claims for damage in that portion of the Animal Control Fund set aside for this purpose, this excess shall be used for other costs of the program as set forth in this Ordinance.

((MCACO – 1/54)

ddd. Payment to owner of Domestic Animals: The payment to any owner of sheep, goats, cattle, horses, mules, swine, or poultry of monies out of the Animal Control Fund for damages resulting from loss or injury to any such animals, shall not be a bar to an action by such owner against the owner of the dog committing such injury or causing such loss for the recovery of damages therefore.

(MCACO – 1/55)

eee. Powers of Municipalities and Other Political Subdivisions to Regulate Dogs and Other Animals: Nothing in this Ordinance shall be held to limit in any manner the power of any municipality to prohibit animals from running at large, nor shall anything in this Ordinance be construed to, in any manner, limit the power of any municipality to further control and regulate dogs, cats or other animals in such municipality provided that no regulation or ordinance is specific to breed.

(MCACO – 1/56)

fff. Effect of Invalid Section, Part of Section, Rules or Regulation: The Invalidity of any Section or parts of any Section of this Ordinance or any rule or regulation pursuant thereto shall not affect the validity of the remainder of this Ordinance, or any rule or regulation

(MCACO – 1/57)

ggg. Violations-Punishment: (a) Any person violating or aiding in or abetting the violation of any provision of this Ordinance, or counterfeiting or forging any certificate, permit, or tag, or making any misrepresentation in regard to any matter prescribed by this Ordinance, or resisting, obstructing, or impeding the Administrator or any authorized officer in enforcing

this Ordinance, or refusing to produce for inoculation any dog in his possession, or who removes a tag from a dog for purposes of destroying or concealing its identity, is, under State Law, guilty of a Class C misdemeanor for a first offense and for a subsequent offense, is guilty of a Class B misdemeanor. Each day a person fails to comply constitutes a separate offense. The State's Attorney to whom the Administrator reports any violation of this Ordinance shall cause appropriate proceedings to be instituted in the proper courts without delay and to be prosecuted in the manner provided by law. (b) If the owner of a vicious dog subject to enclosure: (i) fails to maintain or keep the dog in an enclosure or fails to spay or neuter the dog within the time period prescribed; and (ii) the dog inflicts serious physical injury upon any other person or causes the death of another person; and (iii) the attack is unprovoked in a place where such person is peaceably conducting himself or herself and where such person may lawfully be; the owner shall be guilty of a Class 4 felony unless the owner knowingly allowed the dog to run at large or failed to take steps to keep the dog in an enclosure then the owner shall be guilty of a Class 3 felony. The penalty provided in this paragraph shall be in addition to any other criminal or civil sanction provided by law. (c) If the owner of a dangerous dog knowingly fails to comply with any order regarding the dog and the dog inflicts serious physical injury on a person or a companion animal, the owner shall be guilty of a Class A misdemeanor. If the owner of a dangerous dog knowingly fails to comply with any order regarding the dog and the dog kills, a person the owner shall be guilty of a Class 4 felony.

(MCACO – 1/58)

hhh. Rules. The Montgomery County Animal Control Program Administrator shall administer this Ordinance and shall promulgate rules necessary to effectuate the purposes of this Ordinance. The Administrator may, in formulating rules pursuant to this Ordinance, seek the advice and recommendations of the Department of Agriculture & Bureau of Animal Welfare, humane societies and societies for the protection of animals.

(MCACO – 1/59)

iii. Liability. (a) Any municipality or political subdivision allowing feral cat colonies and trap, sterilize, and return programs to help control cat overpopulation shall be immune from criminal liability and shall not be civilly liable, except for willful and wanton misconduct, for damages that may result from a feral cat. Any municipality or political subdivision allowing dog parks shall be immune from criminal liability and shall not be civilly liable, except for willful and wanton misconduct, for damages that may result from occurrences in the dog park. (b) Any veterinarian or animal shelter who in good faith contacts the registered owner of a micro-chipped animal shall be immune from criminal liability and shall not, as a result of his or her acts or omissions, except for willful and wanton misconduct, be liable for civil damages. (c) Any veterinarian who sterilizes feral cats and any feral cat caretaker who traps cats for a trap, sterilize, and return program shall be immune from criminal liability and shall not, as a result of his or her acts or omissions, except for willful and wanton misconduct, be liable for civil damages. (d) Any animal shelter worker who microchips an animal shall be immune from criminal liability and shall not, as a result of his or her acts or omissions, except for willful and wanton misconduct, are liable for civil damages. (510 ILCS 5/35 new)

Passed this 10th Day of June, 2008.

ATTEST:

Mike Plunkett, Board Chairman

Sandy Leitheiser, County Clerk/Recorder

Montgomery County Animal Control Act
Fees & Fines for Dogs & Cats

(MCACO – 1/60)

Fees:

Registration / Rabies Tag & Certificate Fees:

- Sterile $5.00
- Intact $15.00 ($10.00 to PPCF)

Microchipping fee: $10.00
*Mandatory on adopted & reclaimed animals

Fines:

Non Vaccination Penalty

Fine is enforced and animal must be vaccinated within 14 days or non compliance could result in the impoundment of animal and additional fines and fees will be assessed.

- 1st Offense Warning – Owner will be given 14 days to comply
- 2nd Offense $10.00
- 3rd Offense $20.00

Running At Large:	**County Fine:**	**Public Safety Fine**	**P.P.C.F**
1st Offense	Warning at the discretion of Administrator and Animal Control Warden		
2nd Offense	$25.00	$20.00	($20.00 to PPCF)
3rd Offense **	$30.00		
4th Offense	$35.00		

** Must spay or neuter & microchip animal within 30 days after 3rd Offense at the Owner's Expense**

Impoundment: Owner must pay Veterinary boarding fees in addition to the following fines:

- 1st Offense $25.00 (PPCF) **Must register animal if not already. Fine waived if animal is spayed or neutered within 14 days.
- 2nd Offense $35.00 ($20.00 to PPCF) Animal must be spayed or neutered within 30 days.
- 3rd Offense $50.00 ($20.00 to PPCF)

Impoundment fees & fines are in addition to the following fines:

Biting Animal fine: $25.00 ($25.00 to PPCF- Dept. Pub. Health)

Deemed Dangerous Animal: $50.00 (PPCF) Must spay or neuter & Microchip at owner's Expense within 14 days.

Deemed Vicious Animal Fine: $100.00 (PPCF) Must spay or neuter & Microchip at owner's Expense within 10 days.

Abandonment of Animal: $500.00

RESOLUTION 08-15

A RESOLUTION TO ADOPT A FIVE YEAR SOLID WASTE RECYCLING ACT PLAN UPDATE

WHEREAS Montgomery County adopted a Twenty Year Solid Waste Management Plan in 1994 as required by Illinois State Law in the Illinois Compiled Statutes, Chapter 415, Sections 15/1 et. seq., commonly known as the "Solid Waste Planning and Recycling Act"; and

WHEREAS that the Solid Waste Planning and Recycling Act requires that Montgomery County adopt a Five Year Municipal Waste Management Plan Update in the Illinois Compiled Statutes, Chapter 415, Section 15/5 (e); and

WHEREAS that the Montgomery County Solid Waste Department has prepared a Five Year Municipal Waste Management Plan Update which has been reviewed by the Illinois Environmental Protection Agency and found to be in compliance with the Solid Waste Planning and Recycling Act;

THEREFORE, BE IT RESOLVED that Montgomery County, in order to be in compliance with Illinois State Law and to encourage the conservation of our natural resources, hereby adopts the attached Five Year Municipal Waste Management Plan Update to the original Twenty Year Solid Waste Management Plan.

PASSED this 10th day of JUNE, 2008.

Michael Plunkett

CHAIRMAN, MIKE PLUNKETT

Sandy Leitheiser

COUNTY CLERK/RECORDER, SANDY LEITHEISER

Regional Office of Education
Christian-Montgomery Counties

To: Mike Plunkett, Montgomery County Board Chairman
From: Greg Springer, Regional Superintendent
Date: June 11, 2008
Re: 4th Quarter Report

I have attached the ROE 4th Quarter Report. Additional details of our activities can be accessed by clicking on each activity on our online calendar at www.montgomery.k12.il.us. Highlights from this quarter include trainings on state requirements for English Language Learners, legislative issues, the County School Facility Tax, Pest Management Plans, and strategies for literacy instruction in the content areas.

Sincerely,

Greg Springer
Regional Superintendent

Received 6/13/08

Christian County Office
County Courthouse
101 South Main St. Taylorville,
1162568
: (217) 824-4730
217) 824-2464

website: www.montgomery.k12.il.us

Greg Springer, Regional Superintendent
Marie Joy, Assistant Regional Superintendent

Montgomery County Office #1
Courthouse Square Room 202
Hillsboro, IL 62049
Phone: (217) 532-9591 Fax:
(217) 532-9623

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VCalendar

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Month events, April 2008

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 8:00 AM - 4:00 PM GED Testing	3 SAC Level II Lesson Plan Event-Litchfield Team	4 Level I SAC Meeting-Taylorville Team	5
6	7 SIUE School of Education Advisory Board	8	9 10:00 AM - 12:00 PM ChrisMont Executive Board Meeting 1:30 PM - 3:00 PM Regional Advisory Board Meeting	10 3rd Quarter DO Report Due ROE Level II SAC Meeting-Taylorville Team	11	12
13	14	15	16 9:00 AM - 11:30 AM Level I SAC Team Meeting - South Fork	17	18 8:00 AM - 3:30 PM What Great Leaders Do Differently 22nd Annual Spring School Age Conference	19 22nd Annual Spring School Age Conference
20	21	22 10:00 AM - 12:00 PM Mid-State Spec. Ed. Exec. Comm. Mtg. 12:00 PM - 12:30 PM ChrisMont Full Board Mtg.	23 Area V	24 12:00 PM - 2:30 PM Level I SAC - Lincolnwood	25	26
27	28 12:30 AM - 1:30 PM ELL/Legislative/County School Facility Tax Training for Administrators	29 1:00 PM - 4:00 PM IARSS General Membership Meeting	30 9:00 AM - 12:00 PM Integrated Pest Management Plans: What Every Administrator Needs to Know District Level SAC Meetings - Nokomis			

Apr | 2008 | Go

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VCalendar

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Month events, May 2008

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 9:30 AM - 11:00 AM ROE 10 Staff Directors' Meeting 11:00 AM - 1:00 PM ROE 10 Staff Meeting	2	3
4	5	6 10:00 AM - 3:00 PM CIP Meeting	7 8:00 AM - 4:00 PM GED Testing 8:30 AM - 11:30 AM Level II SAC Meeting Taylorville Memorial 12:30 PM - 3:30 PM Level II SAC - Litchfield 2:00 PM - 3:30 PM ChrisMont Executive Board Meeting IARSS Executive Committee Tech 2008	8 10:00 AM - 12:00 PM Board of Control Meeting 5:00 PM - 7:00 PM SAC Spring Celebration Illinois Coalition for Community Services	9	10
11	12	13 9:00 AM - 1:00 PM ISBE Certification Training	14 SAC Level I UPO's and Level II Lesson Plans due	15 3:00 PM - 4:00 PM Pre-Construction Meeting	16	17
18	19	20 12:00 AM - 1:00 PM ROE #10/ROE #10 Staff Meeting	21	22 9:00 AM - 1:00 PM ISBE Certification Training	23	24
25	26 Holiday	27 10:00 AM - 12:00 PM Mid-State Spec. Ed. Exec. Comm. Mtg.	28 10:00 AM - 12:00 PM SAC Coaches' Meeting 12:00 PM - 6:00 PM Area V RESPRO Coaches' Retreat Area V Regional Superintendents' Meeting	29 Area V RESPRO Coaches' Retreat	30	31

May | 2008 | Go

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VCalendar

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Month events, June 2008

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 ICE 21 Trainer Training	3 ICE 21 Trainer Training	4 8:00 AM - 4:00 PM GED Testing	5	6	7
8	9	10	11	12 10:00 AM - 1:00 PM RESPRO Leadership Committee Meeting	13	14
15	16 High School Challenge Conference "Leadership and Learning: Connecting the Dots"	17 8:30 AM - 3:30 PM Response to Intervention (RtI) for Teachers High School Challenge Conference "Leadership and Learning: Connecting the Dots"	18 10:30 AM - 12:30 PM Area V & Area VI Regional Superintendents' Meeting	19	20	21
22	23	24 10:00 AM - 12:00 PM Mid-State Spec. Ed. Exec. Comm. Mtg.	25	26 8:30 AM - 3:00 PM "Reading to Learn" Part I - Amy Benjamin Reading To Learn - Making Sense Out of Reading	27	28
29	30 ROE Quarterly County Board Reports Due					

Jun | 2008 | Go

Powered by VCalendar.

IMPORTANT TRAINING FOR ROE 10 & ROE 40 District Administrators
Sponsored by Greg Springer and Larry Pfeiffer, Regional Superintendents

Presentations by:
Robin Lisboa, ISBE Division Administrator, and **Jim Broadway,** SSNS Publisher
Recently added: Jill Rendleman, Senior Vice President-Public Finance
Stifel, Nicolas & Co., Inc.

Monday, April 28, 2008
Best Western Carlinville Inn (formerly Holiday Inn)
8:30-9:00 Continental Breakfast
Sessions: 9:00 a.m. - 12:00, followed by lunch
Recently added presentation: 12:45 p.m.-1:30 p.m.

On Monday, April 28, **Robin Lisboa,** ISBE Division Administrator of English Language Learning, will present an overview of information needed by **all** districts. Included in her presentation will be information on the required English Language Survey that must be given to all new students as well as other district compliance issues required by law. Since more English Language Learners are moving into our area, this is a wonderful opportunity for you to connect with an expert in this field. Robin will speak from 9:00 a.m.-10:30 a.m.

Following this presentation, **Jim Broadway,** SSNS Publisher, will share his insight regarding the current legislative session. Proposed legislation and educational implications will be discussed. Jim will speak from 10:45 a.m.-12:00, followed by lunch. This training is offered at no cost to you. Please join us.

Recently added: Presentation at 12:45 p.m.-1:30 p.m. on the County School Facility Tax. Presenter Jill Rendleman will give an overview of the County School Facility Tax including ways it can be used by schools, implementation, and information on what other school districts are doing.

REGISTRATION
(Registration Deadline: Wednesday, April 9)

Name:_____ District _____ School_____

School Phone_____ School fax_____ E-mail address_____

Registration for morning session_____ Lunch____ Afternoon session _____

Please fax registration form to Monica Millburg at 532-9623 (ROE #10) or Dawn Reising (ROE #40) at 854-2032. The registration deadline is Friday, April 4, 2008.

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PUT YOUR IPM PROGRAM TOGETHER NOW!!

Get a jump on Illinois' new Integrated Pest Management rules* for schools and find out how to set up an IPM Program.

*Amendment HB425 to the Structural Pest Control Act (225 ILCS 235/10.2) requires schools applying for exemption from implementation of an Integrated Pest Management (IPM) program to train a designated person in IPM.

The Regional Offices of Education 10 & 40
(Greg Springer, Superintendent for ROE 10 and Larry Pfeiffer, Superintendent for ROE 40)
have partnered with the Safer Pest Control Project to offer

Integrated Pest Management Plans: What Every Administrator Needs to Know
ISBE #549
(Also recommended for maintenance personnel)
For
3 CPDU or Administrator Academy Credit

April 30, 2008

9:00 a.m. to Noon

Cost
$25
Location
Lincoln Land Community College
Southern Region
#1 Lincoln Land Drive
Litchfield, IL 62056
(217) 532-9591

Recommended for administrators and maintenance staff. This 3 hour course will cover **the basics of setting up an Integrated Pest Management (IPM) Program in your school** or district. This workshop will help you put your IPM plan together so when the IDPH asks you'll be ready. An additional take home exercise is required for those seeking Administrator Academy Credits.

You'll receive a useful **IPM Resource and Reference Binder** to take with and begin setting up an IPM program just right for your school or district.

A LIGHT BREAKFAST WILL BE SERVED!
(8:30 TO 9:00 AM)

Integrated Pest Management is a safer and more effective method of pest control that uses state of the art techniques to reduce the use of pesticides. Come learn how to make your school a safer and healthier place for students and staff.

To Register ...
see page 2 of this flyer

SAFER PEST CONTROL PROJECT
773-878-7378 x 204
www.spcpweb.org

Funded in part by the Illinois Department of Public Health

Bond/Fayette/Effingham ROE #3
Mark Drone, Regional Supt.

Christian/ Montgomery ROE #10
Greg Springer, Regional Supt.

Clinton/Marion/Washington ROE #13
Keri Garrett, Regional Supt.

Calhoun/ Greene/Jersey/Macoupin ROE #40
Larry Pfeiffer, Regional Supt.

Madison ROE #41
Robert Daiber, Regional Supt.

Monroe/Randolph ROE #45
Marc Kiehna, Regional Supt.

St. Clair Roe #50
Brad Harriman, Regional Supt.

Regional Office of Education #10 and RESPRO Area V
Presents. . . .

"But I'm Not A Reading Teacher"

Strategies for Literacy Instruction in the Content Areas

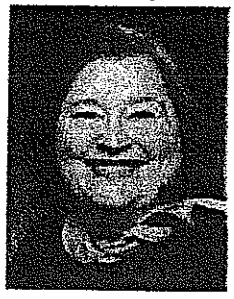
Thursday, June 26, 2008, 9 AM-3 PM

FOR ALL CONTENT TEACHERS

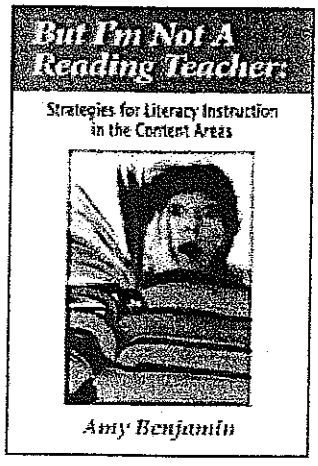
GRADES 6 – 12

Amy Benjamin offers workshops and keynotes for educators at the secondary level.

She is a nationally-recognized expert in improving student performance in all subject areas through literacy instruction. Amy is a long-time high school English teacher and has coached teachers throughout the United States and Canada. She is a consultant to the National Council of Teachers of English and has been a professional advisor to the College Board, Holt Rinehart and Winston, and Scholastic magazines.



Amy's book on strategies literacy, *But I'm Not a Reading Teacher*, was published by **Eye on Education** in January, 2006. Her workshops in strategic literacy train teachers in social studies, science, math, and English to use domain-specific reading comprehension mini-lessons that enhance content learning. Amy will show content teachers in middle and high schools how to boost student achievement by including lessons and strategies which focus on students' reading comprehension without detracting from content area focus. These mini-lessons and strategies are research-based and address the specific literacy challenges of each particular subject area (social studies, mathematics, science, etc.).



Lincoln Land Community College Southern Region

Auditorium

1 Lincoln Land Drive Litchfield, IL 62056

9 A.M. – 3 P.M.

Registration 8:30 A.M.

Fee: $15 (includes snacks and lunch)

Teachers registering from RESPRO schools will receive a copy of Amy Benjamin's book
A limited number of books will be available for purchase for non-RESPRO teachers for $30

5 CPDUs

Please fax registration form to (217) 532-9623 by Friday, June 20, then mail a check payable to "Christian/Montgomery ROE" with a copy of your registration to Meg Dees, ROE #10, #1 Courthouse Square, Room 202, Hillsboro, IL 62049. For further information, please contact Meg Dees at mdees@montgomery.k12.il.us or at (217) 532-9591.

Name _____ **Home Address** _____

School Name _____ **Teaching assignment** _____

District Name and Address _____ **Check enclosed** _____

School Phone Number _____ **School e-mail address** _____

Summer Phone Number _____ **Summer e-mail address** _____

This program is funded with a grant from the U.S. Department of Education using No Child Left Behind Title I Funds (90%) through a grant from the Illinois State Board of Education System of Support (RESPRO) funds.

State of Illinois
In the Circuit Court of the 4th Judicial Circuit, Montgomery County

Report of Selection of Election Judges and Application for Confirmation by the Circuit Court

Application is hereby made by Sandy Leitheiser, Montgomery County Clerk for confirmation and approval of the following-named persons as Election Judges.

These people have been selected and approved by the Board as provided by law on Tuesday, July 8th, 2008, and said Board hereby requests a court order instructing the Clerk of commission the Election Judges after all of the objections to the appointment of said people shall have been heard by the court.

Dated: July 8th, 2008 Signed and Sealed by: Sandy Leitheiser
Sandy Leitheiser, Montgomery County Clerk

The Circuit Court of said County hereby sets the date for hearing on objections to the confirmation and approval of said prospective judges on Friday, July 25th, 2008 at 10:00 AM in Montgomery County Court, Courthouse Complex, Hillsboro, IL 62049. Anyone having knowledge of any reason why these individuals should not be confirmed and approved by this court must file his objection in writing on or before the opening of court on said day.

Dated: _____ Signed by: _____
Judge

(SEAL)

Attest: _____
Court Clerk

The Circuit Court, having heard all objections pertaining to the confirmation and approval of said candidates as Election Judges, and finding no just cause for dismissal of any candidates, hereby confirms and approves said residents as qualified to serve in the designated capacity.

I therefore order the Said Clerk to commission the candidates for Election Judges, who will fulfill their duties as Officers of This Court.

Dated: _____ Signed by: _____
Judge

(SEAL)

Attest: _____
Court Clerk

STATE OF ILLINOIS -- MONTGOMERY COUNTY

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Continuation Sheet

Report of Selection of Election Judges and Application for Confirmation by the Circuit Court.

Clerk _____

Precinct	R/D	Name	Addr1	Addr2	City	St	Zip	Phone
Audubon								
	De	Diane Corridori-Davidson	29083 New Bethel Ave.		Ramsey	IL	62080	539-4329
	De	Betty Ann Fleet	27012 N. 17th Ave.		Nokomis	IL	62075	539-4454
	Rep	Rita Brown	402 S. Walnut St.	P.O. Box 1	Ohlman	IL	62076	825-8720
		Marinel Graden	21375 Ohlman Rd		Nokomis	IL	62075	563-2366
	Rep	Doris Huber	16302 E. 26th Rd.		Nokomis	IL	62075	563-2004
	Rep	Clement Huber	16302 E. 26th Rd		Nokomis	IL	62075	563-2004
Bois D' Arc								
	De	Mary Lyn Hitching	349 S. McCullough St.		Waggoner	IL	62572	227-4522
	De	Terry Jordan	6073 Mine Ave.		Farmersville	IL	62533	2273532
	De	Donna Martin	114 Stieren St.		Farmersville	IL	62533	227-3690
	De	Junitta Richardson	401 S. Fifth St		Farmersville	IL	62533	227-3714
	De	Barbara Stottler	311 Nora St.	P.O. Box 151	Farmersville	IL	62533	227-4128
	Rep	Judith Caudle	12 Circle Drive		Farmersville	IL	62533	227-3409
	Rep	Dorothy Caudle	402 Leonard St.		Farmersville	IL	62533	227-3751
Butler Grove								
	De	Kathryn Dagon	209 Lands End		Hillsboro	IL	62049	532-3118
		Veronica Groom	920 Water Street		Butler	IL	62015	532-5450
	De	Dorothy Wilson	904 Water St.	P.O. Box 162	Butler	IL	62015	532-2540
	Rep	Maggie Fuchs	17335 Held Rd		Butler	IL	62015	229-4581
	Rep	Jan Lee	9246 Butler Ave.		Butler	IL	62015	532-2285
	Rep	Betty McBroom	819 Water St.	P.O. Box 177	Butler	IL	62015	532-5864

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Precinct R/D	Name	Addr1	Addr2	City	St	Zip	Phone
East Fork #1							
De	Jill Durbin	501 Orchard St.		Coffeen	IL	62017	534-1261
De	Debra Kent	57 Fox Ln.		Coffeen	IL	62017	534-2575
De	Patsy Kimbro	17 Jakes Ln.		Coffeen	IL	62017	534-6093
De	Beverly Whalen	404 E. Main		Coffeen	IL	62017	
Rep	Sharon Blackburn	700 W. Main		Coffeen	IL	62017	534-2563
Rep	Beverley Davis	16462 Ticky Point Trl		Coffeen	IL	62017	534-2286
Rep	Sharon Ricke	870 Red Ball Trail		Coffeen	IL	62017	534-2490
East Fork #2							
De	Lisa Coleman	500 East Street		Donnellson	IL	62019	537-3070
Rep	Le Atteberry	2296 IL Rt 127		Donnellson	IL	62019	537-3529
Rep	Bonnie Davison	2296 IL Rt 127		Donnellson	IL	62019	537-3529
East Fork #3							
De	Faye Conrad	615 Market St.		Hillsboro	IL	62049	532-6330
De	Joan Ferber	1913 Miller Ave.		Hillsboro	IL	62049	532-6458
De	Dorothy Reitz	506 Broadway St.		Hillsboro	IL	62049	532-3746
De	Christine Walters	2105 Miller Ave.		Hillsboro	IL	62049	532-5495
Rep	Deanna McQuern	2804 Jackson St.		Hillsboro	IL	62049	532-2024
Rep	Gloria Woods	1912 Frey Ave.		Hillsboro	IL	62049	532-6359
East Fork #4							
De	Margie Brewer	89 Happy Ln.		Coffeen	IL	62017	534-2537
De	Frances Cole	204 Cumberland		Coffeen	IL	62017	534-6258
De	Jodi Huber	17317 IL Rte 195		Coffeen	IL	62017	534-2427
De	Freida Perfetti	17255 IL Rt. 185		Coffeen	IL	62017	534-6051
De	Martha Spinner	17047 N. 9th Ave.		Hillsboro	IL	62049	534-2201
Rep	Earlene Blackburn-Robinson	505 W. Main		Coffeen	IL	62017	534-2221
Rep	Marilyn Clearwater	406 Grand Ave.	P.O. Box 242	Coffeen	IL	62017	534-6493
Rep	Nancy Kershaw	303 N. Elm St.	P.O. Box 68	Coffeen	IL	62017	534-6277
Rep	Darline Spears	303 North Rd.	P.O. Box 187	Coffeen	IL	62017	534-6486

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R/D	Name	Addr1	Addr2	City	St	Zip	Phone
Fillmore							
De	Diane Cerutti	10177 Bended Tr.		Irving	IL	62051	538-2292
De	Janet Harris	612 E Fillmore		Fillmore	IL	62032	538-2217
De	Laura Harrison	519 E Fillmore		Fillmore	IL	62032	538-2524
De	Evadine Smith	53 Nice Lane		Fillmore	IL	62032	538-2047
De	Janice Toberman	220 E. Locust St	P.O. Box 177	Fillmore	IL	62032	538-2255
Rep	Janet Blackburn	94 Settle Tr.		Fillmore	IL	62032	538-2508
Rep	Braunda Hopwood	8395 Nokomis Road		Fillmore	IL	62032	538-2306
Rep	Patricia Kirk	203 E. Walnut	P.O. Box 232	Fillmore	IL	62032	538-2697
[illegible]	Mary Malloy	6193 Burg Rd		Fillmore	IL	62032	538-2636
G. .m #1							
De	Penelope Casey	224 Gum St.	P.O. Box 771	Panama	IL	62077	537-3561
De	Karen Chesser	219 Elder St.	P.O. Box 647	Panama	IL	62077	537-3584
De	Wilhelmina Degani	735 North Ave.	P.O.Box 11	Panama	IL	62077	537-3447
De	Cindy Willman	720 North Ave.	P.O. Box 26	Panama	IL	62077	537-3437
Rep	Betty Malisia	509 North Ave.	P.O. Box 856	Panama	IL	62077	537-3063
Rep	Sharon Mollett	100 Oak St.	P.O. Box 707	Panama	IL	62077	537-3206
Rep	Myrna Moore	5774 Walshville Tr.		Walshville	IL	62091	272-4489
Grisham #2							
De	Margaret Fenton	8384 HilltopTr.		Hillsboro	IL	62049	532-5765
De	Sandy Hill	10340 N. 6th Av.		Hillsboro	IL	62049	532-3437
De	Donna Luck	8252 Holloway Tr		Hillsboro	IL	62049	532-9428
	Sheila Spaeth	81 Spaeth Ln.		Hillsboro	IL	62049	537-3220
Rep	Elizabeth Boehler	4121 IL Rt. 127		Hillsboro	IL	62049	537-3999
Rep	Amy Reincke	1069 Fox Hunt Tr.		Hillsboro	IL	62049	537-3159
Rep	Don Sturgeon	401 Adams St.	P.O. Box 13	Donnellson	IL	62019	537-3229
Harvel							
De	Bea Leonard	28243 Black Diamond Tr		Harvel	IL	62538	652-1406
De	Sharon Lyons	25016 E. 8th Rd.		Harvel	IL	62538	229-4493
De	Marilyn Murphy	29111 Black Diamond Tr.		Harvel	IL	62538	229-3368
De	Norma Thompson	312 Cedar	P.O. Box 224	Harvel	IL	62538	229-3135
Rep	Susan Lebeck	26092 E. 8th Rd.		Harvel	IL	62538	229-4295
Rep	Marilyn Smith-Land	204 Holmer	P.O. Box 183	Harvel	IL	62538	229-3126
Rep	Patricia Weitekamp	7285 Brown Trail		Harvel	IL	62538	229-3626

Precinct R/D	Name	Addr1	Addr2	City	St	Zip	Phone
			BOOK 8 PAGE 160				
Hillsboro #1							
De	Esther Colyer	819 E. Seward		Hillsboro	IL	62049	532-6208
De	Lynnette Fugate	107 N. Douglas		Hillsboro	IL	62049	532-2687
De	Deanne Jones	103 Independence Dr.		Hillsboro	IL	62049	532-5728
Rep	John Eades	202 N. Main St.		Hillsboro	IL	62049	532-2107
Hillsboro #2							
De	Madeline Baker	310 E. Water St.		Hillsboro	IL	62049	532-2097
Hillsboro #3							
De	R. Gene Eskew	845 S. Oak St.		Hillsboro	IL	62049	532-3488
De	Gerry Hamblin	620 Fairmont Pl.		Hillsboro	IL	62049	532-9380
Rep	Fern Burke	807 Smith Ln.		Hillsboro	IL	62049	532-3207
Rep	Carolyn Sue Ginos	405 School St.		Hillsboro	IL	62049	no phone given
Rep	Thomas Hoff	205 Pleasant St.		Hillsboro	IL	62049	532-3515
Rep	Judy James	895 Edgewood Dr.		Hillsboro	IL	62049	532-6364
Rep	Rusty Kirby	528 School St.		Hillsboro	IL	62049	532-3830
Rep	Cynthia Vance	714 Chase St.		Hillsboro	IL	62049	532-6382
Hillsboro #4							
De	Billie Greene	#2 Tremont Terrace		Hillsboro	IL	62049	532-7926
De	Sharon Noyes	130 S. Welch St.		Hillsboro	IL	62049	532-6026
De	Madeline Springer	1027 E. Tremont St.		Hillsboro	IL	62049	532-2368
De	Mary Terneus	1005 McClellan St.		Hillsboro	IL	62049	532-2306
Rep	Randy Mollett	1033 Bell Place		Hillsboro	IL	62049	532-5455
Hillsboro #5							
De	Dennis DalCanton	725 W. Kinkead Rd		Hillsboro	IL	62049	532-5885
De	Becky Gonzalez	1018 Jefferson Street		Hillsboro	IL	62049	532-6747
De	Gavin Gonzalez	1018 Jefferson Street		Hillsboro	IL	62049	532-6747
Rep	Joyce Gooding	220 Patterson Drive		Hillsboro	IL	62049	532-5575
Rep	Nanci Hertel	28 Hilltop Dr.		Hillsboro	IL	62049	532-2436
Rep	Margaret Kessinger	223 Plain Lane		Walshville	IL	62091	272-4294
Rep	Margaret Rambo	1154 S. Oak St.		Hillsboro	IL	62049	532-2650

Precinct ID	Name	Addr1	Addr2	City	St	Zip	Phone
			BOOK 8 PAGE 161				
Hillsboro #6							
De	Lillie May Bugg	301 Mill Ln.	P.O. Box 277	Taylor Springs	IL	62089	532-5889
De	Barbara Dobrinic	707 W. Brown St.	P.O. Box 178	Taylor Springs	IL	62089	532-2547
De	Patricia Greek	602 Livingston St.	P.O. Box 117	Taylor Springs	IL	62089	532-6720
De	Peggy Westbrook	1803 Summit St.		Hillsboro	IL	62049	532-5610
Rep	Sandy Smith	328 West Street		Taylor Springs	IL	62089	532-7946
Rep	Karen Wayne	630 Kinkead Road		Hillsboro	IL	62049	532-2799
Irving							
De	Heidi Houck	12180 Coffeen Rd.	P.O. Box 307	Irving	IL	62051	533-4485
De	Tracy Jurgena	467 Pine St.	P.O. Box 129	Irving	IL	62051	533-4494
De	Michele Reincke	16327 Reincke Ave.		Irving	IL	62051	533-4665
	Janice Stolte	104 Harrys Lane		Irving	IL	62051	533-4572
De	Terrie Van Huss	309 S. Pine St.	P.O. Box 254	Irving	IL	62051	533-4428
Rep	Leora Caulk	319 N. Oak St.	P.O. Box 174	Irving	IL	62051	533-4639
Rep	Hazel Redman	15073 Seven Sisters		Irving	IL	62051	533-4382
Rep	Deneta Schmedeke	225 N. Vine St.	P.O. Box 184	Irving	IL	62051	533-4557
Nokomis #1							
De	Laura Cachera	486 E. Bertolino St.		Nokomis	IL	62075	563-2067
De	Beverly Carroll	571 W. Lincoln Ave.		Nokomis	IL	62075	563-7119
De	Loretta Cassidy	425 W. Lincoln St.		Nokomis	IL	62075	563-2465
De	Joanne Greenwalt	385 Crickenberger St.		Nokomis	IL	62075	563-7139
De	Sandy Jachino	476 S. 6th St.		Nokomis	IL	62075	563-8505
Rep	Meta R. Brookshire	191 E. Haller Av		Nokomis	IL	62075	563-2071
[illegible]	Pauline Pehanich	189 S. 3rd		Nokomis	IL	62075	563-2154
Nokomis #2							
De	Patsy Epley	214 N. Pine St.		Nokomis	IL	62075	563-8398
De	Jennie Roberts	120 Monroe St.		Nokomis	IL	62075	563-7376
De	Nancy Tosetti	19177 E. 19th Rd.		Witt	IL	62094	563-2238
Rep	Wilma Spears	501 N. Pine Str.		Nokomis	IL	62075	563-2369

Precinct R/D	Name	Addr1	Addr2	City	St	Zip	Phone
			BOOK 1 PAGE 162				
Nokomis #3							
De	Matthew Golitko	604 Carl St.		Nokomis	IL	62075	827-3292
De	A. Carolyn Lovelace	116 S. Vine Street		Nokomis	IL	62075	563-2747
De	Dawn Voils	213 S. Cedar		Nokomis	IL	62075	563-2189
Rep	Joann Graden	640 Starr		Nokomis	IL	62075	563-2897
Rep	Shirley Menin	300 S. Walnut St.		Nokomis	IL	62075	563-2169
Rep	Patricia Ruppert	219 W. South St.		Nokomis	IL	62075	563-7603
Rep	Mary J. Scheller-McCall	122 S. Pine St		Nokomis	IL	62075	563-7327
Rep	Ruth Tooley	611 Sanford St.		Nokomis	IL	62075	563-2126
Rep	Donald Tooley	611 Sanford St.		Nokomis	IL	62075	563-2129
Nokomis #4							
De	Linda Dirks	415 N. Williams Street		Nokomis	IL	62075	563-8618
De	Tincie Sabol	700 Lincoln St.		Nokomis	IL	62075	563-2209
De	Gloria Wendling	315 Lincoln St.		Nokomis	IL	62075	563-2842
Rep	Ruth Ann Broers	710 N. Spruce St.		Nokomis	IL	62075	563-7104
Rep	Marion Dahler	306 N. Elm St.		Nokomis	IL	62075	563-8695
Rep	Christi A. Laurie	307 N. Elm St.		Nokomis	IL	62075	563-7553
Rep	Stella Oltmanns	23154 N. 24th Ave		Nokomis	IL	62075	563-2697
Nokomis #5							
De	Sharon Lehnen	502 E. Union St.		Nokomis	IL	62075	563-7247
De	Shirley Pavolko	518 Young Street		Nokomis	IL	62075	563-2482
De	Evelyn Pavolko	508 E. Water St.		Nokomis	IL	62075	851-2800
De	Laura Pieper	455 S. Maple St.		Nokomis	IL	62075	563-7740
Rep	Debbie Dawson	119 S. Maple St.		Nokomis	IL	62075	
Rep	Kathyrn Finley	623 Miller St.		Nokomis	IL	62075	563-2339
Rep	Michelle Hill	604 Capps Ave.		Nokomis	IL	62075	563-7350

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Precinct		Name	Addr1	Addr2	City	St	Zip	Phone
North Litchfield #1								
	De	Dorothy Carroll	204 Ball Park Tr.		Litchfield	IL	62056	324-5578
	De	James Jr. Gipson	1907 N. Jackson St.		Litchfield	IL	62056	324-5405
	Rep	Mary Bathurst	116 Horseshoe Ln.		Litchfield	IL	62056	324-2044
	Rep	Aaron Benning	820 N. Madison St.		Litchfield	IL	62056	324-6719
	Rep	Kristen Benning	820 N. Madison St.		Litchfield	IL	62056	324-6719
	Rep	Linda Benning	820 N. Madison St.		Litchfield	IL	62056	324-6719
	Rep	Marlyn Benning	820 N. Madison St.		Litchfield	IL	62056	324-6719
	Rep	William Fleming	13051 Roberson RD		Litchfield	IL	62056	324-5809
	Rep	Robert Hardt	3049 Beach House Tr.		Litchfield	IL	62056	324-5148
	Rep	James Kinney	156 Horseshoe Ln.		Litchfield	IL	62056	324-4594
N		Litchfield #2						
	Rep	Marilyn Knutson	1401 N. Van Buren		Litchfield	IL	62056	324-4584
North Litchfield #3								
	De	Terry Birkenkamp	1215 N. Walnut St.		Litchfield	IL	62056	324-0321
	De	Ellen Clelland	725 N. Franklin St.		Litchfield	IL	62056	324-3136
	Rep	Carol Blankenship	1602 N. Harrison St.		Litchfield	IL	62056	324-3448
	Rep	Nancy Brakenhoff	1104 N. Harrison St.		Litchfield	IL	62056	324-5686
	Rep	Curt Faas	9 Illini Ct.		Litchfield	IL	62056	324-3729
	Rep	Beverly Hartke	1101 N. Chestnut St.		Litchfield	IL	62056	324-5079
	Rep	Cheryl Nickerson	31 Northcrest Drive		Litchfield	IL	62056	324-5114
	Rep	Robert Nickerson	31 Northcrest Dr.		Litchfield	IL	62056	324-5114
	Rep	Mary Werries	1224 N. Harrison		Litchfield	IL	62056	324-4346
N		Litchfield #4						
	De	William E. Anglin	322 W. Palmer		Litchfield	IL	62056	324-5173
	De	Judith Helm	801 S. Illinois Ave., Apt G		Litchfield	IL	62056	324-0414
	De	Diana Odle	1121 N. Jefferson St.		Litchfield	IL	62056	
	De	Bessie Odle	106 N. Douglas St	P.O. Box 576	Litchfield	IL	62056	
	Rep	Bonnie Hartke	13314 W. County Line Rd.		Litchfield	IL	62056	825-5583
	Rep	Shirley Helgen	1204 N.15th Ave.		Litchfield	IL	62056	324-3861
	Rep	Donna Spencer	1003 N. Madison		Litchfield	IL	62056	324-2036
	Rep	Cheryl Whitlock	26 Northcrest		Litchfield	IL	62056	324-3080

Precinct R/D	Name	Addr1	Addr2	City	St	Zip	Phone
North Litchfield #5							
De	Julianna Elizondo	802 E. Union St.		Litchfield	IL	62056	324-5556
De	Cheryl Hartel	34 Howard St.		Litchfield	IL	62056	324-5582
De	Terry Williams	503 E. Ryder Street		Litchfield	IL	62056	324-3574
Rep	Sylvia Boehme	401 N. Montgomery St.		Litchfield	IL	62056	324-2347
Rep	Elizabeth Dever	1338 E. Ryder St.		Litchfield	IL	62056	324-4838
Rep	Larry Hartke	308 Apache Dr.		Litchfield	IL	62056	324-2331
North Litchfield #6							
De	Cathy Hemken	620 N Locust, Apt 2		Litchfield	IL	62056	324-3364
De	Marilyn Morgan	12406 Roberson Rd.		Litchfield	IL	62056	324-2708
De	Erma Niehaus	20 Circle Dr.		Litchfield	IL	62056	324-3281
De	Jane Pease	628 N. Walnut St.		Litchfield	IL	62056	324-2971
De	Virginia Robinson	1108 E. Prairie St.		Litchfield	IL	62056	324-9281
De	Jacqueline Stowe	12389 Roberson Rd.		Litchfield	IL	62056	324-3841
De	James Zuber Jr.	805 N. Locust		Litchfield	IL	62056	
Rep	Eileen M. Goins	1402 Clark Ln		Litchfield	IL	62056	241-0800
Rep	Hans Mizera	1205 N. Locust St.		Litchfield	IL	62056	324-7927
Rep	Donna Rogers	1115 N. Locust St.		Litchfield	IL	62056	324-4775
Rep	Peggy Street	1115 E. Hauser		Litchfield	IL	62056	324-6533
Pitman							
De	Tammie Eliason	113 S. Pitman	P.O. BOX 106	Waggoner	IL	62572	227-3015
De	Barbara Farrar	483 W. South St.	P.O. BOX 71	Waggoner	IL	62572	227-4115
De	Leanne Farrar	239 S. Starr St.		Waggoner	IL	62572	414-9156
Rep	Mildred Brockmeyer	28002 E. Frontage Rd.		Farmersville	IL	62533	227-3728
Rep	Pauline Fuchs	28172 E. 2nd Rd.		Farmersville	IL	62533	227-3545
Rep	Valerie Slightom	26257 W. Frontage Rd		Farmersville	IL	62533	227-3537
Raymond							
De	Verna June Hefley	107 S. Oak St.	P.O. Box 441	Raymond	IL	62560	229-3585
De	Barbara Pope	306 S. Railroad	P.O. Box 243	Raymond	IL	62560	229-3348
De	Karen Small	502 E. Broad St.	P.O. Box 317	Raymond	IL	62560	229-3532
Rep	Michele Benning	11106 N. 20th Ave.		Raymond	IL	62560	556-2588
Rep	Melissa Dean	101 S. Lewis St.	P.O. Box 255	Raymond	IL	62560	229-3138
Rep	Mary Mizera	401 S. McElroy St.	P.O. Box 439	Raymond	IL	62560	229-3346
Rep	Joe Mizera	401 S. McElroy St.	P.O. Box 439	Raymond	IL	62560	229-3346
Rep	Lois Riemann	209 N. Railroad St.	P.O. Box 481	Raymond	IL	62560	229-4475
Rep	Karen Stewart	303 N. Oak St.		Raymond	IL	62560	229-3010

Precinct		Name	Addr1	Addr2	City	St	Zip	Phone
			BOOK 8 PAGE 165					
Rountree								
	Rep	Darlene Bruntjen	12157 N. 22nd Ave.		Harvel	IL	62538	229-3250
	Rep	Melba Keiser	18132 E. 17th Rd.		Witt	IL	62094	594-2287
	Rep	Brenda Tuetken	16285 N. 20th Ave.		Witt	IL	62094	563-2194
S. Fillmore								
	De	Gloria Branum	22179 Horse Ave.		Fillmore	IL	62032	538-2298
	De	Marilyn Harvey	5028 Harvey Trail		Coffeen	IL	62017	534-2215
	De	Rose Wilkerson	23226 Muddy Trail		Fillmore	IL	62032	538-2072
	De	Sharon Young	49 Whitten Ln.		Fillmore	IL	62032	538-2547
	Rep	Wilma Brackenbush	3460 Wonder Tr.		Fillmore	IL	62032	538-2221
	Rep	Anna Marie Nobbe	20317 School House Ave.		Coffeen	IL	62017	534-6000
	Rep	Sandra Ricke	3599 Wonder Tr.		Fillmore	IL	62032	538-2639
S. Litchfield #1								
	De	Judith Hemken	2301 N. 9th Ave.		Litchfield	IL	62056	324-5320
	De	Sara Kirby	120 E. Tyler Ave		Litchfield	IL	62056	324-0660
	De	Barbara Osborn	1000 W. Tyler St. Apt. A		Litchfield	IL	62056	324-5238
	De	Erma Ramsey	3235 Schoeny Trail		Walshville	IL	62091	999-2926
	De	Ray Swanson	818 S. Franklin St.		Litchfield	IL	62056	324-5633
	De	Eunice Swanson	818 S. Franklin Ave.		Litchfield	IL	62056	324-5633
	De	Amber Traylor	7163 Crabtree Trail		Litchfield	IL	62056	324-7127
	Rep	Connie Frerichs	601 Airport Trail	P.O. Box 558	Litchfield	IL	62056	324-3527
	Rep	Lila Irvine	900 S. State St.		Litchfield	IL	62056	324-4246
S. Litchfield #2								
		Robin Govaia	111 E. Tyler Av		Litchfield	IL	62056	324-6602
	De	Lynette Gowans	606 S. Walnut St.		Litchfield	IL	62056	324-9371
	De	Perry Jackson	1218 Old Quarry Tr.		Litchfield	IL	62056	324-2309
	De	Jeane Jones	603 E. Buchanan St.		Litchfield	IL	62056	324-4645
	De	Betty Zumwalt	114 E. Columbia St.		Litchfield	IL	62056	324-4430
	Rep	Eddie Diveley	612 S. Van Buren St.		Litchfield	IL	62056	324-2087

Precinct R/D	Name	Addr1	Addr2	City	St	Zip	Phone
S. Litchfield #4							
De	Ruth Belusko	3364 N. 8th Ave.		Litchfield	IL	62056	324-2304
De	Amy Jett	915 S. Walnut		Litchfield	IL	62056	324-5915
De	Karen Savage	5015 Old Litchfield Tr.		Litchfield	IL	62056	324-6802
De	Theresa Thomas	1020 S. Montgomery		Litchfield	IL	62056	no phone
De	Rosalie Towell	8359 Microwave Tr.	P.O.Box 147	Litchfield	IL	62056	324-4306
De	Susan Towell-Williams	4023 Old Litchfield Tr.		Litchfield	IL	62056	324-4685
De	Evanell Williams	815 S. Monroe		Litchfield	IL	62056	324-3846
Walshville							
Rep	Rodger Best	5324 Niemanville Tr.		Litchfield	IL	62056	999-2351
Rep	Betty Warren	3236 Elevator Rd.		Walshville	IL	62091	999-5034
Witt #1							
De	Pam Hand	12284 E 21st Rd.		Fillmore	IL	62032	538-2051
De	Connie Miller	13337 E. 20th Rd		Witt	IL	62094	594-7741
De	Karel O'Malley	14086 E. 21st Rd.		Witt	IL	62094	594-2860
Non	Vickie Wallace	19027 Seven Sisters Ave		Fillmore	IL	62032	533-4450
Rep	Connie Engelhart	16126 E 22nd Rd		Nokomis	IL	62075	563-2176
Rep	Debby West	18235 Seven Sisters Ave		Irving	IL	62051	533-4624
Witt #2							
De	Barbara Bourke	224 W. Middleton St.	P.O. Box 293	Witt	IL	62094	594-2258
De	Carolyn Merkel	105 S. 5th St.	P.O. Box 242	Witt	IL	62094	594-7757
De	Sharon Ulrici	224 W. Oak St		Witt	IL	62094	594-7135
De	Donna M. Wilhelm	106 N. 6th	P.O. Box 421	Witt	IL	62094	594-2202
Rep	Dale Clayton	707 E. Ford Ave.		Witt	IL	62094	594-2505
Rep	Helen Rogers	104 S. Main St.	P.O. Box 237	Witt	IL	62094	594-7720
Rep	Dorothy Ulrici	547S. 5th St.	P.O. Box 491	Witt	IL	62094	594-2295
Witt #3							
De	Charles M. Golitko	12 E. Mitchell St.	P.O. Box 177	Witt	IL	62094	594-2883
De	Barb Golitko	12 E. Mitchell St.	P.O. Box 177	Witt	IL	62094	594-2883
De	Natasha Golitko	239 N. 2nd Street	P.O. Box 102	Witt	IL	62094	594-7187
De	Charles A. Golitko	207 N. 1st Street		Witt	IL	62094	594-7759
De	Rita Miller	20089 N. 17th Ave.		Witt	IL	62094	594-2884
De	Ron Rosko	204 Raymon St.	P.O. Box 216	Witt	IL	62094	594-7723
Rep	Charles Kessler	253 N. Stuart St.	P.O. Box 426	Witt	IL	62094	594-7162
Rep	Paula Yeske	612 N. Hirst St.		Witt	IL	62094	594-7244

BOOK 88 PAGE 166

Precinct

D	Name	Addr1	Addr2	City	St	Zlip	Phone

BOOK 8 PAGE 167

Zanesville

De	Helen Brown	4041 N. 21st Ave.		Raymond	IL	62560	229-3207
De	Linda Engelman	4320 Rossi Ave.		Raymond	IL	62560	229-3657
Rep	Jean Fuchs	18324 E. 5th Rd.		Raymond	IL	62560	229-3595
Rep	Evelyn Riemann	23151 E. 5th Rd.		Raymond	IL	62560	229-3401
Rep	Judith Thoron	19034 E. 2nd Rd.		Raymond	IL	62560	324-3549

Ordinance No. 08-16

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO, LITCHFIELD, AND COFFEEN, and THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE

WHEREAS, the County Board of Montgomery County, Illinois, on September 8, 1992, adopted an Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro, Litchfield and Coffeen and the Villages of Schram City and Taylor Springs (as supplemented and amended the "County EZ Ordinance") which among other things provides for certain enterprise zone (EZ) incentives, including real estate tax abatements; and

WHEREAS, in connection with the County Enterprise Zone, the County of Montgomery, the Cities of Hillsboro, Litchfield and Coffeen, and the Villages of Schram City and Taylor Springs have each adopted the County Enterprise Zone Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement dated March 1st, 1990, and supplemented and amended June 1st, 1991, September 17th 1992, June 15th, 1993, March 27th, 1996, March 24, 2003, June 27th, 2005 and May 1st, 2006 and

WHEREAS, after due consideration the County of Montgomery, the Cities of Hillsboro, Litchfield, Coffeen, and Villages of Schram City and Taylor Springs desire to approve these amendments.

NOW, THEREFORE, BE IT ORDAINED by the COUNTY BOARD, of the COUNTY OF MONTGOMERY, MONTGOMERY COUNTY, ILLINOIS Amend the following sections:

Amendments to the Ordinance:

Section 1, The term of the Enterprise zone shall commence with the date the Enterprise Zone was designated and certified by the Illinois Department of Commerce and Economic Opportunity (formerly known at the Department of Commerce and Community Affairs) pursuant to Section 5.3 of the Illinois Enterprise Zone Act, and said Zone shall be in effect until midnight on February 28th, of the 30th year (the year of 2020), unless decertified by the Illinois Department of Commerce and Economic Opportunity or repealed by ordinance of the Participating government entities.

Section II, #2

Enterprise Zone Abatements will only apply to commercial and industrial;

Section III, #1 and #2

Industrial Projects - Those projects where the primary use of the project land and building(s) is of a manufacturing, assembly, wholesale - or warehouse-distribution nature. Projects meeting this definition are eligible to receive property (real estate) tax abatement of the increased assessment amount, which would accrue from expansion, rehabilitation, or new construction, according to the following formula:

Amount of Increase in Value:	Term of Abatement:	Amt. of Abatement
$ 0 to 2 million	**3 years**	**100%**
$ 2,000,001 million to 5 million	**5 years**	**100%**
$ 5,000,001 million and above	**10 years**	**100% for First 5 years** **50% for last 5 years**

Commercial Projects: Those projects where the primary use of the project land and building(s) is of a retail or service nature. Projects meeting this definition are eligible to receive property (real estate) tax abatement of the increased assessment amount which would accrue from expansion, rehabilitation, or new construction, according to the following formula:

Amount of Increase in Value:	Term of Abatement:	Amt. of Abatement
$ 0 to 2 million	**3 years**	**100%**
$ 2,000,001 million to 5 million	**5 years**	**100%**
$ 5,000,001 million and above	**10 years**	**100% for First 5 years** **50% for last 5 years**

The abatement shall begin the first full year after completion of improvement. (This abatement shall not exceed the 30 year life of the Enterprise Zone, as provided for in Section 1.)

1. **Section III, #2**
   The following criteria must also be met to qualify for Enterprise Zone Abatements.
   - **Abatement time frame will start the first full year after completion of Improvement**
   - **Assessed Valuation can not be protested during the abatement period. Property owner may file a protest of the assessed valuation once the abatement has ended.**
   - **Job Creation: Must hire a minimum of 2 full time equivalent employees.**
   - **A new business must maintain 70% of employee levels during abatement period, otherwise abatement would terminate.**
   - **EZ Council encourages companies receiving EZ benefits to utilize local labor and to purchase building material locally.**
   - **EZ Council and Enterprise Zone Administrator reserve the right to waive any restrictions depending on circumstance of business.**

SECTION I: That Montgomery County, through its Chairman, County Clerk and appropriate representatives, are hereby authorized to take all further actions and execute all such other documents, including an amendment to the Enterprise Zone Intergovernmental Agreement in substantially the form presented at the meeting at which this ordinance is adopted, desirable or necessary to effect the execution, delivery and performance of this ordinance.

SECTION II: all ordinances, resolutions, or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

SECTION III: That except as amended by this ordinance, the previous Enterprise Zone Ordinance hereby passed shall remain in full force and effect.

SECTION IV: That this ordinance shall become effective upon adoption in accordance with applicable law.

PASSED AND ADOPTED This 8th **day of** July, **20** 08

Ayes: 19 **Nays:** 0 **Present:** 19 **Absent:** 2

APPROVED This 8th **day of** July, **2008.**

Chairman: Mike Plunkett

ATTEST:

County Clerk: Sandy Leitheiser

AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT
(Montgomery County, Illinois)

This Amendment to the County Enterprise Zone Ordinance and the Enterprise Zone Intergovernmental Agreement, which is dated the 8th day of July 2008, is made among the County of Montgomery, Illinois; the City of Hillsboro, Illinois; the City of Litchfield, Illinois; the City of Coffeen, Illinois, the Village of Schram City, Illinois; and the Village of Taylor Springs, Illinois.

SECTION I: Amendments:

Section II,

(d) The Enterprise Zone area satisfies any additional criteria established by the Illinois Department of Commerce and Economic Opportunity – DCEO, formally known as Department of Commerce and Community Affairs.

(e) On the 10th day of July, 2008 a public hearing was conducted within the zone area on the question Of whether to extend the zone an additional 10 years starting March 1st, 2010 and ending February 28th, 2020, what local tax incentives and other programs should be established in connection with the Zone. Public notice was given in at least one newspaper of general circulation within the zone area, not more than 20 days nor than 5 days before the hearing.

SECTION 4: Term and Effect.

The term of the Enterprise zone shall commence with the date the Enterprise Zone was designated and certified by the Illinois Department of Commerce and Economic Opportunity (formerly known at the Department of Commerce and Community Affairs) pursuant to Section 5.3 of the Illinois Enterprise Zone Act, and said Zone shall be in effect until midnight on February 28th, of the 30th year (the year of 2020), unless decertified by the Illinois Department of Commerce and Economic Opportunity or repealed by ordinance of the Participating government entities

SECTION 6: Property Tax Abatements:

(d) Such abatement shall be for Industrial and Commercial Projects Only at the rate of:

Amount of Increase in Value:	Term of Abatement:	Amt. of Abatement
$ 0 to 2 million	**3 years**	**100%**
$ 2,000,001 million to 5 million	**5 years**	**100%**
$ 5,000,001 million and above	**10 years**	**100% for First 5 years** **50% for last 5 years**

The following criteria must also be met to qualify for Enterprise Zone Abatements.

- **Abatement time frame will start the first full year after completion of Improvement.** This abatement shall not exceed the 30 year life of the Enterprise Zone, as provided for in Section 1
- **Assessed Valuation can not be protested during the abatement period. Property owner may file a protest of the assessed valuation once the abatement has ended.**
- **Job Creation: Must hire a minimum of 2 full time equivalent employees.**
- **A new business must maintain 70% of employee levels during abatement period, otherwise abatement would terminate.**
- **EZ Council encourages companies receiving EZ benefits to utilize local labor and to purchase building material locally.**
- **EZ Council and Enterprise Zone Administrator reserve the right to waive any restrictions depending on circumstance of business.**

COUNTY OF MONTGOMERY, ILLINIOS: Attest:

By _____ _____ Date: July 8, 2008

Michael Plunkett, County Board Chairman — County Clerk

CITY OF HILLSBORO, ILLINOIS Attest:

By _____ _____ Date: _____

William Baran, Mayor — City Clerk

CITY OF LITCHFIELD, ILLINOIS Attest:

By _____ _____ Date: July 1, 2008

Thomas Jones, Mayor — City Clerk

VILLAGE OF SCHRAM CITY, ILLINOIS Attest:

By _____ _____ Date: _____

Michael L. Rhoades, Mayor — Village Clerk

VILLAGE OF TAYLOR SPRINGS, IL Attest:

By _____ _____ Date: _____

Carl Hallers, Mayor — Village Clerk

CITY OF COFFEEN, ILLINOIS Attest:

By _____ _____ Date: _____

Dale Nowlan, Mayor — City Clerk

RESOLUTION #08 - 17

RESOLUTION
TO ADOPT THE WEST CENTRAL DEVELOPMENT COUNCIL ECONOMIC DEVELOPMENT PLANNING REPORT

WHEREAS, the West Central Development Council, consisting of the seven counties of Calhoun, Christian, Green, Jersey, Macoupin, Montgomery, and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

WHEREAS, United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities; and

WHEREAS, the Federal Economic Development Administration requires a multi-county regional planning commission to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants,

THEREFORE BE IT RESOLVED, by the Montgomery County Board that it has reviewed, discussed, and accepted the CEDS document prepared by the WCDC Strategy Committee and that the County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

PASSED; this 8th, day of July 2008.

Montgomery County Board Chairman, Mike Plunkett

Attest by: Sandy Leitheiser
Montgomery County Clerk & Recorder, Sandy Leitheiser

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 11-08

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 $0.00 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;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
ROUNTREE N 23rd Avenue	1060 B-CA, No SN	See Attached Map	$20,000.00

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 2007.

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 12th day of August, 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 12th day of August, 2008.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Rountree	50%

ROUNTREE

CHRISTIAN COUNTY

T.10N.-R.3W.

1060 B-CA
96" ERS

SEE PAGE 25

SEE PAGE 28

SEE PAGE 22

© 2005 Rockford Map Publs., Inc.

Montgomery County, IL

Summary of Revenues and Expenses for Animal Control (8-12-08)

Description	Actual	Actual	Budget	Current Y-T-D	Budget
REVENUES	**2006**	**2007**	**2008**	**2008**	**2009**
Fees	$80	$292	$500	$1,080	$1,200
Fines	$35	$496	$500	$540	$800
Registration Tag Fee	$22,875	$20,355	$25,000	$12,856	$25,000
Microchipping Fee			$2,000	$0	$2,500
Pet Population Control Fee	$8,305	$7,075	$8,000	$4,295	$8,000
Pet Population Control Fine	$215	$375	$1,000	$140	$1,000
Exp. Reimburse from Municipalities	$7,207	$4,698	$15,000	$2,788	$12,000
Contributions / Donations				$25	$2,000
TOTAL REVENUES	**$38,717**	**$33,291**	**$52,000**	**$21,699**	**$52,500**
EXPENSES				**Current Y-T-D**	
Salary - Full Time	$15,678	$13,070	$20,427	$12,481	$21,427
Salary - Part Time	$1,949	$1,419	$11,000	$0	**$11,000**
Overtime	$12	$403	$300	$171	$500
Gas / Electric	$300	$299	$5,000	$226	$5,000
Water / Sewer	$0	$0	$1,200	$0	$1,200
Travel	-$180	$16	$300	$0	$300
Engineering / Architectural	$5,850	$0	$2,000	$0	$0
Veterinarian Expenses	$21,902	$18,386	$5,000	$12,666	$5,000
Pager	$168	$187	$300	$39	$0
Cell Phone	$355	$358	$400	$257	$450
Office Supplies	$194	$828	$800	$218	$800
Gasoline - Oil	$1,536	$1,416	$2,000	$1,478	$3,000
rating Supplies / Equipment	$847	$2,143	$3,200	$1,941	$3,500
Animal Food	$30	$52	$1,000	$222	$1,000
Rabies Tags	$745	$0	$1,300	$912	$1,100
Operating Supplies / Equipment	$419	$0	$1,500	$429	$1,500
Micro Chips	$0	$0	$1,000	$0	$1,000
Vehicle Maintenance	$1,417	$1,282	$1,000	$1,557	$1,000
Small Equip. Purchase (under $5000)	$0	$0	$4,000	$0	$4,000
Small Equip. Purchase (over $5000)	$0	$0	$2,000	$0	$2,000
Advertising					$500
TOTAL EXPENSES	**$51,222**	**$39,859**	**$63,727**	**$32,597**	**$64,277**
DIFFERENCE	**-$12,505**	**-$6,568**	**-$11,727**	**-$10,898**	**-$11,777**
597 Divided by 7 months expenses = $4,656 per month X 5 months remaining = $23,283 + $32,597					**$55,878**
					Total Est. 2008

NATURAL HAZARD MITIGATION PLAN
CONSULTANT AGREEMENT

THIS AGREEMENT is made by and between Montgomery County, Illinois (Montgomery County) and Johnson, Depp & Quisenberry, P.S.C. ("Consultant) as follows:

1. Montgomery County has entered into an Agreement for funding ("Funding Agreement"), dated 9/9, 2008 for the purposes of retaining a Technical Consultant to develop a Natural Hazard Mitigation Plan in connection with a grant from the Federal Emergency Management Agency (FEMA). A copy of the portions of the Funding Agreement pertinent to Consultant's responsibilities hereunder is attached and marked, "Funding Agreement Attachment A, Scope of Work" and is hereby incorporated into this Agreement.

2. This agreement is for Task Order type services. The tasks have been identified in Attachment A. Each task is to be performed by the Consultant for the fee noted in the Subgrant Planning Application, Attachment B, Page 11. (NOTE: The Subgrant Planning Application has been approved by the Illinois Emergency Management Agency and is awaiting review by FEMA). Each task and associated fee described in Attachments A & B will become part of this agreement. After receiving approval of the grant application from FEMA, Consultant will perform the scope of services described in Attachment A. The attached scope of services shall not alter, modify or change any of the terms and conditions of this Agreement and in the event of a conflict, the terms and conditions of this Agreement shall govern. All of Consultant's services under this Agreement will be provided as an independent contractor.

3. The Consultant serves as the agent for Montgomery County and will conduct communications with the Illinois Emergency Management Agency (IEMA) and FEMA.

4. All of Consultant's services hereunder shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements.

5. Montgomery County will pay for all authorized and properly performed services as provided in Attachment A & B. Partial payments will be based on monthly billings and final payment will be made only after complete performance of this Agreement and final acceptance of Consultant's services by IEMA and FEMA. Montgomery County's receipt of payments from FEMA is a condition precedent to pay Consultant. Consultant will be paid in the next payment cycle after Montgomery County receives payment from IEMA/FEMA. Montgomery County will submit monthly billings from the Consultant to IEMA in care of the State Hazard Mitigation Officer. Montgomery County may withhold or set off any amounts to completely protect against any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Consultant's defective or deficient services, Consultant's breach of this Agreement, claims arising or alleged to arise out of Consultant's performance hereunder, or liens filed by Consultant or any of its consultants.

6. If the time allotted for completion of Consultant's services is exceeded through no fault of Consultant, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to Montgomery County within thirty (30) days of Consultant's learning of the delay. Consultant will provide such additional supporting data as Montgomery County, the IEMA or FEMA may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

8. This agreement will automatically be suspended or terminated, as appropriate, if the Funding Agreement is suspended or terminated. Montgomery County may also suspend or terminate this Agreement with or without cause upon forty-eight (48) hours written notice. If this Agreement is suspended or terminated because of no fault of Consultant, Consultant will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to Montgomery County, and the receipt of payment for such services from IEMA/FEMA. In no event will Consultant be entitled to the recovery of damages arising out of or related to the suspension or termination of this Agreement.

9. Consultant will retain all records pertaining to its services for five (5) years following the completion or termination of Consultant's service under this Agreement.

10. Consultant will procure and maintain the following types and amounts of insurance for the duration of the Project: workers' compensation insurance as required by law, $250,000 of employer's liability insurance, commercial general liability insurance of $1,000,000 combined single limit for personal injury and property damage, automobile liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles, and professional liability insurance in the amount of $1,000,000. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities.

11. Certificates of Insurance will be made available to Montgomery County. The Certificates will provide for thirty (30) days written notice to Montgomery County prior to cancellation or material modification of the insurance.

12. To the fullest extent permitted by law, Consultant will indemnify, defend and hold Montgomery County, IEMA, FEMA, their employees, officers, directors, and agents harmless, from and against all liability, claims, losses, costs, expenses and fees arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any negligent or wrongful acts, errors or omissions of Consultant, its agents, employees, consultants or suppliers.

    Further, Consultant explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold Montgomery County, IEMA, FEMA, their employees, officers, directors, and agents harmless from any and all

liability, losses, costs, expenses and fees arising out of claims or law suits brought by Consultant's employees or any of its consultants' employees for bodily injuries or death sustained while performing services hereunder, except to the extent caused by the gross negligence or willful misconduct of Montgomery County.

13. Consultant will not disclose any confidential or proprietary information of Montgomery County unless authorized in writing by Montgomery County to do so. Consultant's employees, officers, agents, consultants and suppliers will also be bound to this same obligation.

14. Consultant will comply with all applicable health, safety, environmental protection, quality assurance and quality control requirements of Montgomery County, IEMA, FEMA, federal, state and local authorities. Montgomery County, IEMA and FEMA will be entitled to make inspections of Consultant's services and premises ascertain compliance. Montgomery County's, IEMA's or FEMA's failure to make any such inspections or any other inspections, tests or reviews or to discover defective or deficient work, data, materials or other services will not relieve Consultant of any responsibility Consultant may have for the same under this Agreement.

15. This Agreement will be governed by Illinois laws. Upon mutual agreement, any or all disputes may be resolved by binding arbitration in accordance with state law. If any litigation or arbitration is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs and litigation expenses.

16. Consultant is fully responsible to Montgomery County for the errors, acts or omissions of all persons or entities directly or indirectly performing or furnishing any of Consultant's services under this Agreement and Consultant will bind all such persons or entities to perform their services in the same manner and to the same extent as Consultant is bound by this Agreement.

17. If Consultant becomes insolvent or is otherwise in default of this Agreement, Montgomery County may, without prejudice to any of its other rights or remedies and without liability to Consultant, terminate this Agreement and complete the services Consultant was obligated to provide hereunder as Montgomery County deems appropriate.

18. All communications required by this Agreement may be personally delivered or mailed to the other party at the address set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.

19. This Agreement contains the parties' entire understanding and supersedes all prior negotiations or agreements over the services described herein. This Agreement may only be modified by written instrument duly executed by both parties, except as otherwise provided herein.

20. This Agreement is effective on the first day that all of the following are met: 1) Agreement is properly executed; 2) FEMA approves the grant application.

21. The rights and interests under this Agreement cannot be assigned without the written consent of the other party. Unless otherwise specifically stated in any such consent, the Assignor will not be released from any responsibility under this Agreement.

22. To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto.

23. The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

This Agreement is hereby executed on this 9th day of Sept, 2008

Johnson, Depp & Quisenberry, P.S.C.	Montgomery County, Illinois
"CONSULTANT"	"Montgomery County"
BY: Mike Bruce, P.E.	BY: Mike Plunkett
NAME: Mike Bruce	NAME: Michael S. Plunkett
TITLE: President	TITLE: Chairman, County Board
ADDRESS: 2625 Frederica Street Owensboro, KY 42301	ADDRESS: #1 Courthouse Square Hillsboro, IL 62049
TELEPHONE: (270) 926-1808	TELEPHONE: (217) 532-9530

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 12-08

SECTION 09-00000-00-CS

SALARY OF COUNTY ENGINEER

WHEREAS, the County desires to appropriate funds for the purpose of payment of the County Engineer's salary for the period beginning January 1, 2009 and ending December 31, 2009.

NOW THEREFORE BE IT RESOLVED that the sum of $82,897.00 be appropriated for payment of the County Engineer's salary. Said appropriation includes $82,897.00 Motor Fuel Tax Funds.

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 9th day of September, 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 9th day of September, 2008.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

RESOLUTION 08 – 18

AUTHORIZING MONTGOMERY COUNTY TO ACCEPT PAYMENT BY CREDIT CARD

WHEREAS, the Local Governmental Acceptance of Credit Cards Act 50 ILCS 345/1 et. Seq. (the "Act") allows Montgomery County, but does not require Montgomery County, to accept payment by credit card for any particular type of obligation made to Montgomery County and;

WHEREAS, pursuant to the "Act" the Montgomery County Board has conducted a public hearing and;

WHEREAS, the Montgomery County Board has determined it to be in the best interest of the citizens of Montgomery County, with its various taxing bodies and governmental administration of units of local government, to accept payment by credit card for any fine, fee, charge, tax, or cost imposed by, owing to, or collected by or on behalf of Montgomery County;

NOW THEREFORE BE IT RESOLVED BY MONTGOMERY COUNTY, acting by and through the Montgomery County Board, that Montgomery County accept payment by credit card for any fine, fee, charge, tax, or cost imposed by, owing to, or collected by or on behalf of Montgomery County.

APPROVED and ADOPTED this 9th day of September, 2008.

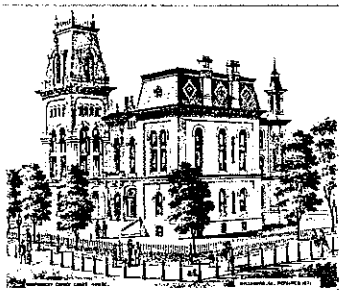
Mike Plunkett, Chairman
Montgomery County Board

ATTEST:

Sandy Leitheiser, County Clerk

BOOK 8 PAGE 182

Document approved in Aug resigned in Dec due to revision



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF FILLMORE

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the Village of FILLMORE, a unit of local government in the State of Illinois, acting through its Village President and Board of Trustees, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of FILLMORE, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have made available cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

WHEREAS, the County is the logical entity to serve as lead agency for a countywide GIS system, and all agencies within Montgomery County could receive benefits if all GIS data of the various agencies were compatible; and

WHEREAS, the Village wishes to use and participate in the use of the basemap GIS data and digital orthophotography of Montgomery County;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The County agrees to license to and cooperate with the Village in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.

2. The Village agrees that Montgomery County GIS data or products shall be used during the term of this Agreement for governmental purposes only, and that the Village shall not sell, transfer, or otherwise provide or publish said data or products obtained through this Agreement to any other agency, person, corporation, or entity other than Village departments, without the express written consent and/or agreement of the County. The Village shall not sell or provide the data to governmental, private, or commercial entities, which in turn could potentially profit from the data, except that the Village may provide information for purposes of regulatory compliance or ordinal enforcement regarding individual parcels to entities with which the Village contracts for said purposes.

3. In consideration of said use, the Village agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents ($.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars ($400.00) will be paid to Montgomery County GIS to cover their cost for processing the initial startup.

4. The County assumes no responsibility as to the accuracy of the information contained in the database or to any modifications made by the Village in the course of the Village's use of the product. All information will be provided to the Village on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from Village, City, County, State and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide, in pertinent part, as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."

5. In providing data (or access to it), the County assumes no obligation to assist the Village in the use of the data, or in the development, use or maintenance of any applications applied to the data.

6. These parties agree that the County shall have no responsibility to provide any computer hardware and/or software to the Village, or provide training to the Village for use of the data.

7. The County shall maintain the cadastral parcel base map. The County may incorporate all Village-created data into the County's database. The County shall coordinate uniform mapping standards used in modification to the base map. Any data created by the Village using the County's GIS data shall be delivered to the County annually.

8. The County intends to distribute updated base maps annually , or as soon thereafter as practicable, but only as often as a significant number of changes are made to the database. At which time the municipality will deliver their updated data.

9. The County and the Village will enter into a License Agreement and will cause it, upon acceptance, to be attached to and made a part of this Agreement, and its terms and conditions are incorporated into this Intergovernmental Agreement by this reference.

10. This Agreement shall terminate at the end of three (3) years from the anniversary date as noted below, provided that the Village gives written notice of intent to terminate at least thirty (30) days prior thereto. Upon termination, the Village shall return to the County the database, along with any copies, upgrades, modifications, and changes, all of which shall become property of the County. This Agreement is renewable upon mutual agreement of the parties.

This Agreement is adopted and set in force on 12/8, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

VILLAGE OF FILLMORE, ILLINOIS

Village President

ATTEST:

Montgomery County Clerk

Village Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

This License Agreement does not constitute a transfer of title or interest in the database. Any portion of the database that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The County retains ownership of the database and all such portions.

Licensee Generated Data

The County reserves the right to incorporate any Licensee created data into the County's database.

Copyright

All publications using any part of the County GIS database for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files and reports, or derivative works, except those that are working copies and which are not released outside the Licensee's organization.

> **"Montgomery County GIS**
> **Copyrighted by Montgomery County"**

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required, and recopyright the appropriate map information.

Distribution of the Montgomery County Database

The database is to be solely retained by the Licensee. In no instance is the database to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or not-for-profit entities. Any Freedom of Information Law request associated with the use of the Montgomery County database must be authorized by the County.

Should the Licensee utilize the services of a consultant, said consultant must execute a separate agreement with the County prior to receiving any copies of the licensed data.

Usage of the Montgomery County Database

The Licensee agrees to use data from the County's system solely for the purpose defined in their request for use. Under no circumstances is information from the County system to be used for any other function or purpose within the Licensee's organization.

Term of License Agreement

This License Agreement is effective from the date it is accepted by all parties and will remain in effect until completion of Licensee's contracted activity, or until this License Agreement is terminated by the County, the contracting organization, or the Licensee, pursuant to the notice provisions set out in the Intergovernmental Agreement.

Limitation of Liability

The Licensee agrees that it will, at all times, indemnify and hold the County and its officers and employees harmless and free and clear of any liability arising from any act of omission or commission of the Licensee with respect to this License Agreement and any terms thereof.

The County assumes no responsibility as to the accuracy of the database or modifications made in the course of the use of the product. All information will be provided on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, State, and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide in pertinent part as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."

Termination

This License Agreement may be terminated by any party, upon thirty (30) days written notice to the other parties. Upon termination, the Licensee must cease use of all licensed data and return the data and any copies to the County.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on 12/8, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

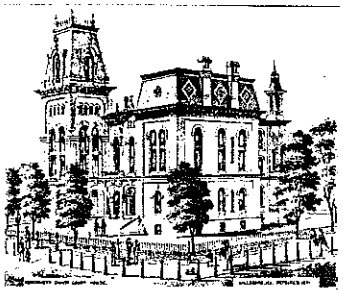
ATTEST:

Montgomery County Clerk

VILLAGE OF FILLMORE, ILLINOIS

Village President

Village Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF FILLMORE

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the Village of FILLMORE, a unit of local government in the State of Illinois, acting through its Village President and Board of Trustees, hereinafter referred to as the Village.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of FILLMORE, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the Village has agreed to participate in the Montgomery County Economic Development Corporation, the County agrees to waive all fees due to County for parcels up to one and a half miles around the Village Limits, for the period of one year. This does not include fees due to Montgomery County GIS.

Termination

Should the village decide not to participate in the Montgomery County Economic Development Corporation, this waiver will not be renewed and all fees will be due.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on 12/8, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

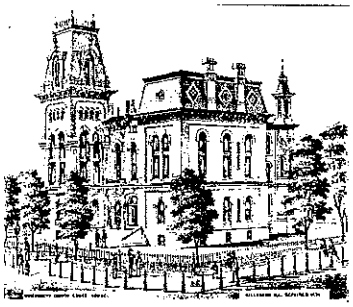
ATTEST:

Montgomery County Clerk

VILLAGE OF FILLMORE, ILLINOIS

Village President

Village Clerk



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF SCHRAM CITY

BOOK 8 PAGE 187

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the Village of Schram City, a unit of local government in the State of Illinois, acting through its Village Presiden nafter referred to as the City.

Also signed again in Dec, 2008 by all parties (2) originals filed together

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of S gomery, State of Illinois, a municipality, are non-home rule units of government provic of the ois Constitution and the Intergovernmental Cooperation Act, and therefore rgovernmental Agreements with other governmental bodies; and

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have made available cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

WHEREAS, the County is the logical entity to serve as lead agency for a countywide GIS system, and all agencies within Montgomery County could receive benefits if all GIS data of the various agencies were compatible; and

WHEREAS, the Village wishes to use and participate in the use of the basemap GIS data and digital orthophotography of Montgomery County;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The County agrees to license to and cooperate with the Village in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.

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3. In consideration of said use, the Village agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents ($.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars ($400.00) will be paid to Montgomery County GIS to cover their cost for processing the initial startup.

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This Agreement is adopted and set in force on 2 September, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

VILLAGE OF Schram City, ILLINOIS

Michael L. Phoades
Village President

ATTEST:

Sandy Leathersen
Montgomery County Clerk

Janet K. Stewart
Village Clerk

Ownership

This License Agreement does not constitute a transfer of title or interest in the database. Any portion of the database that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The County retains ownership of the database and all such portions.

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Copyright

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Assignment

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This Agreement is adopted and set in force on 2 September, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Michael Pollitt
Chairman, County Board

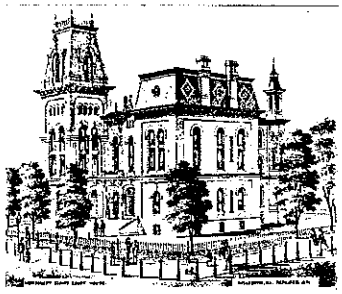
VILLAGE OF Schram City, ILLINOIS

Michael L. Rhoades
Village President

ATTEST:

Sandy Loitheiser
Montgomery County Clerk

Janet K. Stewart
Village Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF Schram City

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the Village of Schram City, a unit of local government in the State of Illinois, acting through its Village President and Board of Trustees, hereinafter referred to as the Village.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of Schram City County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, ection 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the Village has agreed to participate in the Montgomery County Economic Development Corporation, the County agrees to waive all fees due to County for parcels up to one and a half miles around the Village Limits, for the period of one year. This does not include fees due to Montgomery County GIS.

Termination

Should the village decide not to participate in the Montgomery County Economic Development Corporation, this waiver will not be renewed and all fees will be due.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on December 1, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Michael Pratt
Chairman, County Board

VILLAGE OF SCHRAM CITY, ILLINOIS

Michael L. Rhoades
Village President

ATTEST:

Sandy Lutheiser
Montgomery County Clerk

Janet K. Stewart
Village Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMEN
RESOLUTION # 13-08

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 $5,983.06 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;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
IRVING ½ Mile North of Oak Grove	1061 B-CA,	See Attached Map	$11,966.12

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 2007.

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 14th day of October, 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 14th day of October, 2008.

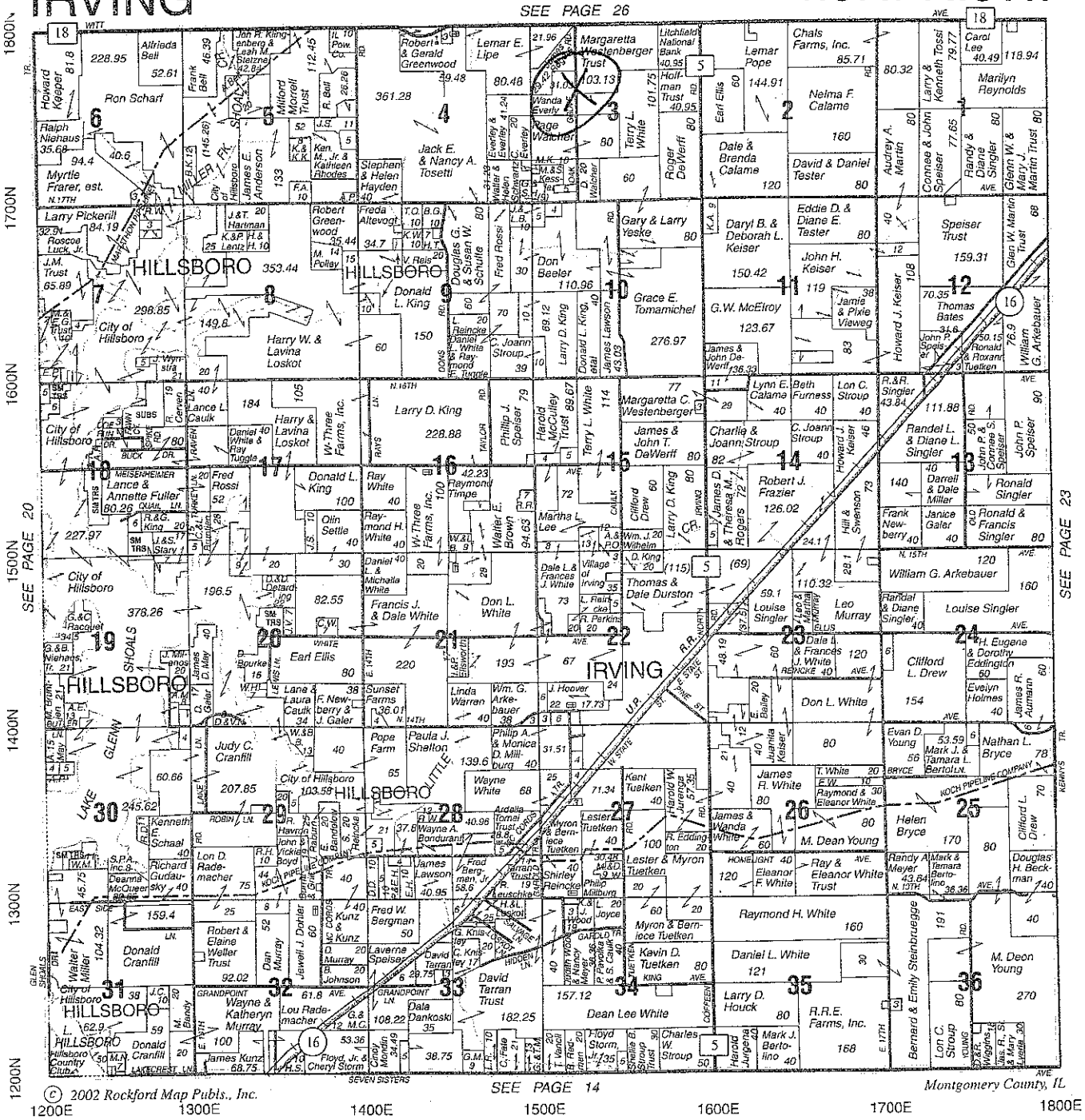
Sandy Leit

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Irving	50%

IRVING T.9N.-R.3W.



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Montgomery County, IL

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Hearing Impaired Customers: (800) 755 7995

Engineering and Construction: (800) 892-7716

MONTGOMERY COUNTY HIGHWAY DEPARTMEN
RESOLUTION # 14-08

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 RAYMOND 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 RAYMOND of Montgomery County has agreed to pay an amount of $2,921.13 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;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
RAYMOND Oil Field Trail	1062 B-CA,	See Attached Map	$5,842.27

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 2007.

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 14th day of October, 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 14th day of October, 2008.

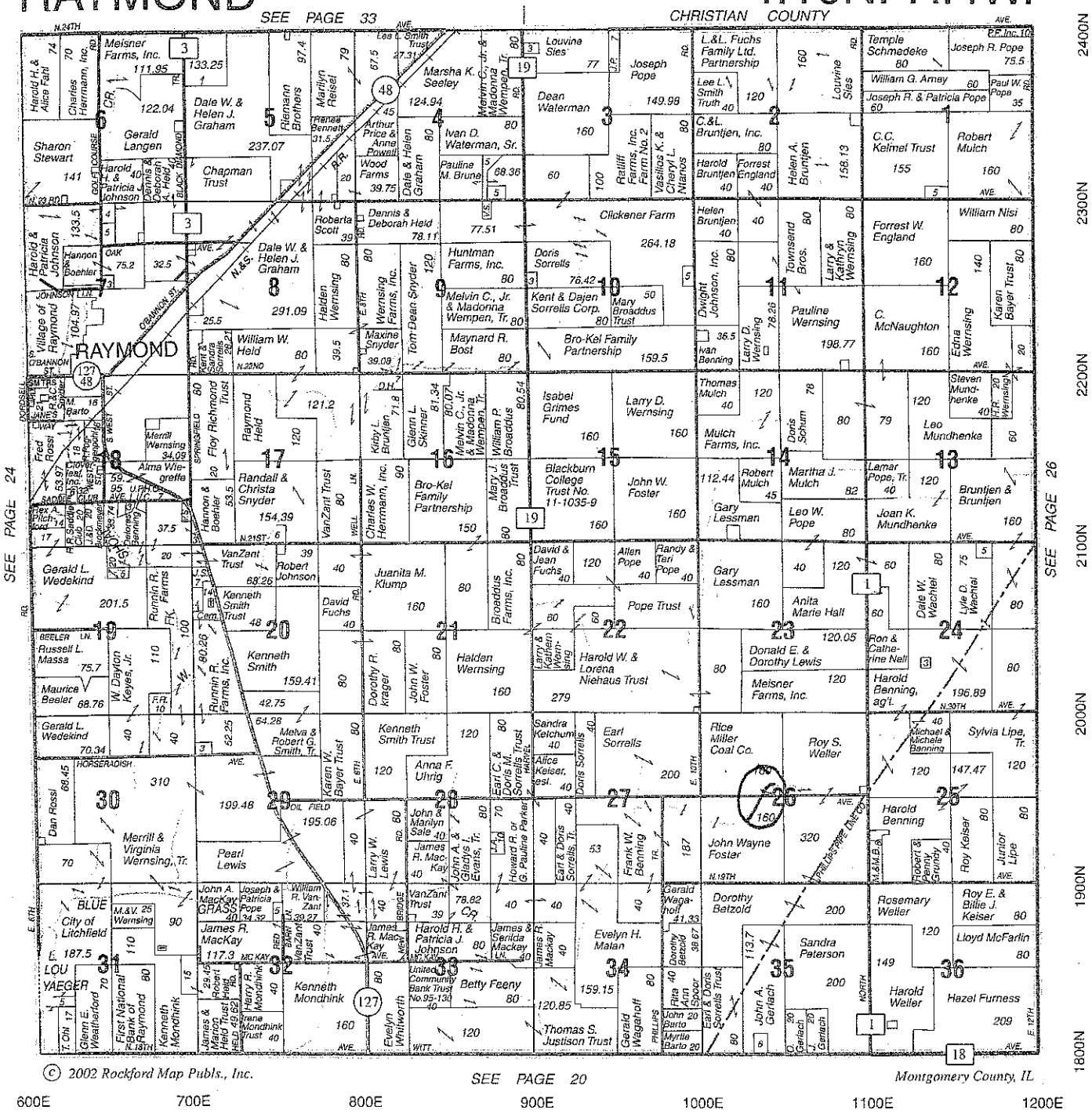
Sandy Leit

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Raymond	50%

RAYMOND T.10N.-R.4W.



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Montgomery County, IL

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SERVICE TO THE FARMER

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(217) 229-3591
(800) 879-2075

ATWATER-TAMMY:
(217) 854-6701
(800) 879-2073

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 15-08

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 $4,373.00 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;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
IRVING Bryce Trail	1063 B-CA,	See Attached Map	$8,746.00

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 2007.

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 14th day of October, 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 14th day of October, 2008.

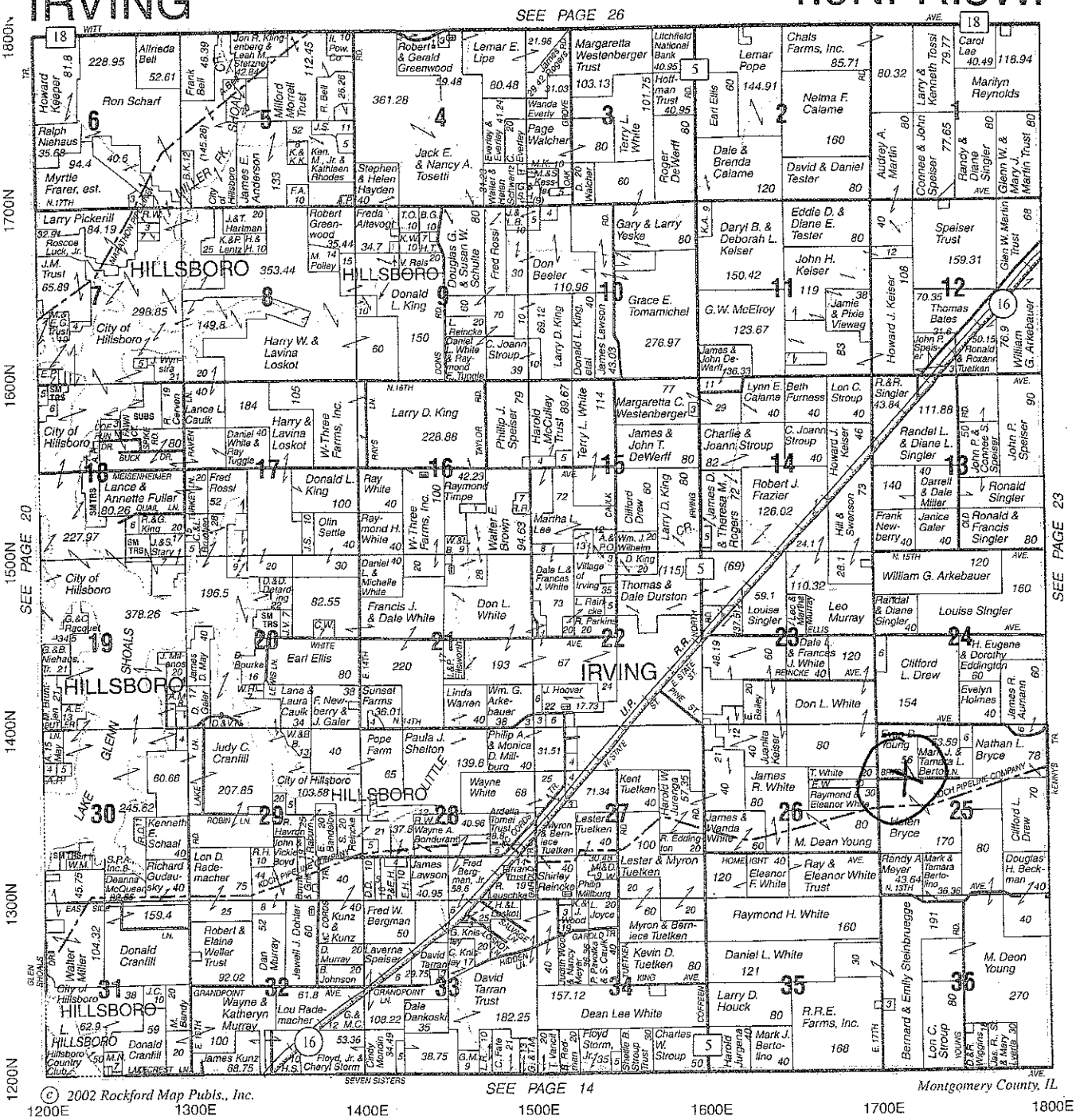
Sandy Leit

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Irving	50%

IRVING T.9N.-R.3W.



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Hearing Impaired Customers: (800) 755 7995
Engineering and Construction: (800) 892-7716

McDonough-Whitlow, P.C.

Consulting Engineers & Land Surveyors

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

CLIENT: Montgomery County Highway Department **DATE:** October 2, 2008

PROJECT NO: Various

PROJECT NAME/LOCATION: Miscellaneous survey work

SCOPE/INTENT AND EXTENT OF SERVICES: Miscellaneous survey work on an as-requested basis

FEE ARRANGEMENT: Hourly on a project-by-project basis

SPECIAL CONDITIONS:

- CLIENT will be notified of increases in hourly rates prior to the effective date.
- Contract will remain in effect until ENGINEER is notified in writing.
- When fees are anticipated to be greater than $4,000.00 on an individual project, the CLIENT will be notified in writing, or verbally and documented with a telephone log prior to exceeding the amount.
- Special conditions which are project specific will be indicated in a letter, transmittal, or cover sheet for the project.

THE TERMS AND CONDITIONS ON THE NEXT PAGE ARE A PART OF THIS AGREEMENT.

SUBMITTED BY:

McDONOUGH -WHITLOW, P.C.

Toni M. McDonough, P.E., S.E.
President

ACCEPTED BY:

10/14/08
(DATE)

Montgomery Co Board Chairman
Title

Please return one signed copy of the agreement to our office.

TERMS AND CONDITIONS

ıough-Whitlow, P.C. (hereinafter referred to as the FIRM), shall perform the services outlined in this agreement for the stated fee arrangement, for Montgomery County Highway Department . (hereinafter referred to as the CLIENT).

ACCESS TO SITE & RELIANCE ON DOCUMENTS:
Unless otherwise stated, the FIRM will have access to the site for activities necessary for the performance of the services. The FIRM will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

McDonough-Whitlow, P.C. shall have no responsibility for any portion of the project designed by other consultants. McDonough-Whitlow, P.C. shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations.

FEE:
When the fee is shown as a lump sum, no additional work will be performed without written approval of the CLIENT. If stated to be an estimate, the total fee shall not be exceeded by more than ten percent without written approval of the CLIENT. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. The current rates are -

STRUCTURAL ENGINEER:	$98.00	SURVEY/FIELD TECH. I:	$38.50
ENGINEER II:	$98.00	TECHNICIAN III:	$51.80 - $52.50
ENGINEER I:	$60.60	TECHNICIAN I:	$33.50
LAND SURVEYOR:	$98.00	CLERICAL II:	$52.50
LAND SURVEYOR INTERN:	$52.00	CLERICAL I:	$30.80
SURVEY/FIELD TECH. II:	$43.40 - $47.60	EXPERT WITNESS:	$98.00

event of any litigation arising from, or related to, this project, the CLIENT agrees to pay the FIRM for time spent at the expert witness rate for ation and appearances at legal proceedings including, but not limited to, deposition, trials, or arbitration.

PROVISIONS CONCERNING BILLING/PAYMENTS:
Invoicing for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the FIRM may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS:
Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the FIRM. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT, shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION:
The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the FIRM harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

RISK ALLOCATION:
In recognition of the relative risks, rewards, and benefits of the project to both the CLIENT and FIRM, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the FIRM's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of the agreement from any cause or causes, shall not exceed the limits of our professional liability insurance. Such causes include, but are not limited to, the FIRM's negligence, errors, omissions, strict liability, breach of contract or breach of ity.

SCHEDULE FOR RENDERING SERVICES:
This contract is valid for 10 business days from the preparation date indicated. After that time, fees and schedules are subject to renegotiation. Unless specifically indicated, a minimum of two weeks will be required after receipt of the original signed contract to begin work on the project. Work may begin sooner at the FIRM's option.

TERMINATION OF SERVICES:
This agreement may be terminated by the CLIENT or the FIRM should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay the FIRM for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS:
All documents, including those prepared on electronic media, produced by the FIRM under this agreement shall be the property of the FIRM.

USE OF PHOTOS:
CLIENT grants permission for FIRM to take photos of the project during and after construction for marketing use including but not limited to posting them on the Internet.

APPLICABLE LAWS:
Unless otherwise specified, this agreement shall be governed by the laws of the State of Illinois. Any litigation in regards to this contract shall take place in Montgomery County unless all parties involved agree to an alternate location.

Local Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Montgomery County Highway Dept.		BOOK 8 PAGE 200		McDonough-Whitlow, P.C.
County: Montgomery				Address: 138 E. Wood Street
Section: 08-00128-00-BR				City: Hillsboro
Project No.		**Preliminary Engineering Services Agreement For Federal Participation**		State: IL
Job No.				Zip Code: 62049
Contact Name/Phone/E-mail Address: Ruben Boehler (217) 532-6109				Contact Name/Phone/E-mail Address: Toni McDonough (217) 532-9233 tmcd@mcdonough-whitlow.com

THIS AGREEMENT is made and entered into this 14th day of October, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name CH #8 Route FAS 21 Length 500 feet Structure No. 068-3009 E

Termini Located in Fillmore Township, Section 7, T. 8 N., R. 2W

Description Total bridge replacement including minimal approach work for Downs Bridge, Fillmore Trail over E. Fork Shoal Creek located 3.0 Miles NW of Fillmore. New Structure No. 068-3358.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described within 240 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
   a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
   b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.

☒ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.

☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.

☐ Design and/or approve cofferdams and superstructure shop drawings.

☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).

☒ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.

☒ ~~Make~~ Cause to be made such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.

☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.

☒ 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.

☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
- ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
- ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☒ (Direct Labor Multiplier of 2.8 to a maximum contract amount)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed,** and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

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4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. 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 STATE; 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.

6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   a. Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying the actions that will be taken against employees for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
   b. Establishing a drug free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's or contractor's policy of maintaining a drug free workplace;
      (3) Any available drug counseling, rehabilitation and employee assistance program; and
      (4) The penalties that may be imposed upon an employee for drug violations.
   c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
   d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
   e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
   f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
   g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

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Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
McDonough-Whitlow, P.C.	37-1404716	$45,470.27 (Max)

Sub-Consultants:	TIN Number	Agreement Amount
NA		
	Sub-Consultant Total:	
	Prime Consultant Total:	$45,470.27
	Total for all Work:	$45,470.27(Max)

Executed by the LA:

Montgomery
(Municipality/Township/County)

ATTEST:

By: Sandy Lutherson

Mont. County Clerk

(SEAL)

By: Michael [illegible]

Title: Montgomery County Board Chairman

Executed by the ENGINEER:

ATTEST:

By: G. William Whitlow

Title: Vice President

McDonough-Whitlow, P.C.

By: [illegible]

Title: President

BLR 05610 (Rev. 9/06)

Exhibit A - Preliminary Engineering

Route: CH#8, F.A.S. 721
Local Agency: Montgomery County
(Municipality/Township/County)
Section: 08-00128-00-BR
Project:
Job No.: 08-048

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 %
Complexity Factor (R) 0.00
Calendar Days

Method of Compensation:

- Cost Plus Fixed Fee 1 ☐ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐
- Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
				See attached manhour estimate					
Totals		0.00							

BLR 05610 (Rev. 9/06)

Exhibit B

BOOK 8 PAGE 206

Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name _____
Address _____
Telephone _____
TIN Number _____

Project Information

Local Agency _____
Section Number _____
Project Number _____
Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below

Sub-Consultant Name	TIN Number	Actual Payment from Prime
N/A		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

_____ Signature and title of Prime Consultant

_____ Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

BLR 05610 (Rev. 9/06)

.Donough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
Abbreviated BCR

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	EII /SE II	E I	T III	C I	TOTAL
1. Abbreviated Bridge Condition Report								
0.1 Site visit				2				2
0.2 Review information and determine geographical & administrative data, construction reconstrucion repair history and physical description of structure				2				2
0.3 Write report for field inspection & physical evaluation				2			0.5	2.5
0.4 Analysize alternatives for potential work determination & recommend scope of work				0			0	0
0.5 Cost estimates for alternatives				2				2
0.6 Proposed structure sketch				2		4		6
0.7 Obtain and Compile all attachments including photos.				2			1	3
0.8 QA/QC		0.5						0.5
	TOTAL	**0.5**	**0**	**12**	**0**	**4**	**1.5**	**18**

Direct hourly rates		35.00	35.00	35.00	21.64	18.75	11.00	
TOTAL DIRECT SALARY		17.50	0.00	420.00	0.00	75.00	16.50	$ 529.00
Multiplier								2.8
TOTAL DIRECT LABOR FEE								**$ 1,481.20**

DIRECT COSTS						TOTAL
8-1/2 x 11 Copies	$0.10 /sheet	Report	4 sheets	4 copies	$	1.60
8-1/2 x 11 Copies	$0.10 /sheet	Attachments	5	4 copies	$	2.00
8-1/2 x 11 Color Copies	$0.25 /sheet	photos	5	4 copies	$	5.00
11 x 17 Copies	$0.25 /sheet	Attachments	1	4 copies	$	1.00
Mileage	$0.505 /mi		25 mi rd trip	1 trips	$	12.63
Postage	$3.95 /package		1 packages		$	3.95
CADD	$12.50 /hour		4 hours		$	50.00
TOTAL DIRECT COSTS					**$**	**76.18**

TOTAL COST BCR **$ 1,557.38**

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McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
Project Development Report & ESR

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	EII /SE II	E I	T III	C I	TOTAL
1. Local Project Development Report for Group II Categorical Exclusions								
0.1 Gather information and prepare narrative				16			2	18
0.2 Prepare & compile Attachments				8		12	2	22
0.3 Attend Coordination Meeting				4				4
0.4 QA/QC		2						2
2. Environmental Survey Request Form								
0.1 Prepare form				4			1	5
TOTAL		**2**	**0**	**32**	**0**	**12**	**5**	**51**

Direct hourly rates	35.00	35.00	35.00	21.64	18.75	11.00	
TOTAL DIRECT SALARY	70.00	0.00	1,120.00	0.00	225.00	55.00	$ 1,470.00
Multiplier							2.8
TOTAL DIRECT LABOR FEE							**$ 4,116.00**

DIRECT COSTS

						TOTAL
8-1/2 x 11 Copies	$0.10 /sheet	Report	20 sheets	4 copies	$	8.00
8-1/2 x 11 Copies	$0.10 /sheet	Attachments	5	4 copies	$	2.00
8-1/2 x 11 Color Copies	$0.25 /sheet	photos		4 copies	$	-
11 x 17 Copies	$0.25 /sheet	Attachments	5	4 copies	$	5.00
Mileage	$0.505 /mi		120 mi rd trip	1 trips	$	60.60
Postage	$3.95 /package		1 packages		$	3.95
CADD	$12.50 /hour		12 hours		$	150.00
TOTAL DIRECT COSTS					**$**	**229.55**

TOTAL COST BCR **$ 4,345.55**

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McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
Route & Hydraulic Survey

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	Land Surveyor	LS Intern	Survey Tech II	T III	C I	TOTAL
1. Route Survey								
0.1 Field Survey Roadway			2		32			34
0.2 Download, process, develop DTM					2	8		10
								0
2. Hydraulic Survey								0
0.1 Establish Control					8			8
0.2 Topo and Stream profile & cross section			2		32			34
0.3 Download & process					2	4		6
TOTAL		**0**	**4**	**0**	**76**	**12**	**0**	**92**

Direct hourly rates	35.00	35.00	18.57	14.63	18.75	11.00	
TOTAL DIRECT SALARY	0.00	140.00	0.00	1,111.50	225.00	0.00	$ 1,476.50
Multiplier							2.8
TOTAL DIRECT LABOR FEE							**$ 4,134.20**

DIRECT COSTS				TOTAL
Mileage	$0.505 /mi	25 mi rd trip	4 trips	$ 50.50
CADD	$12.50 /hour	12 hours		$ 150.00
TOTAL DIRECT COSTS				**$ 200.50**

TOTAL COST **$ 4,334.70**

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McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
ROW Survey

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	Land Surveyor	LS intern	Tech II	T III	C I	TOTAL
1. ROW Survey								
0.1 Research			2					2
0.2 Locate Property lines					8			8
0.3 Plats & descriptions			4	16		16		36
0.4 Stake ROW				8				8
	TOTAL	**0**	**6**	**24**	**8**	**16**	**0**	**54**

Direct hourly rates		35.00	35.00	18.57	14.63	18.75	11.00	
TOTAL DIRECT SALARY		0.00	210.00	445.68	117.00	300.00	0.00	$ 1,072.68
Multiplier								2.8
TOTAL DIRECT LABOR FEE								**$ 3,003.50**

DIRECT COSTS				TOTAL
Mileage	$0.505 /mi	25 mi rd trip	1 trips	$ 12.63
Postage	$3.95 /package	1 packages		$ 3.95
CADD	$12.50 /hour	16 hours		$ 200.00
TOTAL DIRECT COSTS				**$ 216.58**

TOTAL COST **$ 3,220.08**

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:Donough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
Bridge

	PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E II	E I	T III	C I	TOTAL
1.	**Preliminary Bridge Design & Hydraulic Report**								
0.1	Review Survey information					4			4
0.2	Develop Cross Sections					4	4		8
0.3	Run Hydraulics				4	40			44
0.4	Scour Analysis					4			4
0.5	Develop Roadway profile				4				4
0.6	Report Narrative and Hydraulic Data sheet, support data				2	12	4	4	22
0.7	Coordinate location of soil borings & evaluate foundation type				1				1
	TOTAL Preliminary Bridge & Hydraulic Report		**0**	**0**	**11**	**64**	**8**	**4**	**87**

Direct hourly rates	35.00	35.00	35.00	21.64	18.75	11.00		
TOTAL DIRECT SALARY	0.00	0.00	385.00	1,384.96	150.00	44.00	$	1,963.96
Multiplier								2.8
TOTAL DIRECT LABOR FEE							**$**	**5,499.09**

1.	**BRIDGE DESIGN COMPUTATIONS & CHECKING**							
0.1	PPC Deck Beams		1		4			5
0.2	Abutment Elevations		1		2			3
0.3	Abutment Design		1		4			5
0.4	Pier Design		1		4			5
0.5	Foundation design		0.5		4			4.5
0.6	Determination of staging and soil retention requirements - assume closure & detour		1		4			5
	TOTAL BRIDGE COMPUTATIONS	**0**	**5.5**	**0**	**22**	**0**	**0**	**27.5**

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McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
Bridge

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E II	E I	T III	C I	TOTAL
2. PREFINAL BRIDGE PLANS								
0.1 General Plan & Elevation - 1 Sheet			2		16	24		42
0.2 Superstructure Plan & Typical Elevation - 1 Sheet					2	8		10
0.3 Superstructure Detail Sheet - 1 sheet					2	4		6
0.4 Deck Beam Details (incl bill of material)					2	4		6
0.5 Abutment Sheets (1) (incl. Quantities)					12	16		28
0.6 Pier Sheets (1) (incl. Quantities)					12	16		28
0.7 Boring Sheets					1	2		3
0.8 Railing sheets					1	2		3
0.9 Special Provisions - bridge specific					2		1	3
0.10 Pay Item Worksheet					2			2
0.11 Estimate of Time (incl in roadway)								0
0.12 Plan Review			8					8
TOTAL PREFINAL BRIDGE PLANS		**0**	**10**	**0**	**52**	**76**	**1**	**139**
3. FINAL BRIDGE PLANS								
0.1 Review IDOT Comments				4				4
0.2 CADD Revisions				4		8		12
0.3 Compile Computations							2	2
0.4 Shop Drawing Review				2	6		0.5	8.5
TOTAL FINAL BRIDGE PLANS		**0**	**0**	**10**	**6**	**8**	**2.5**	**26.5**
4. QA/QC		**2**						**2**
5. ADMINISTRATION		**2**					**6**	**8**

TOTAL ALL TASKS	4.00	15.50	10.00	80.00	84.00	9.50	**203**
Direct hourly rates	35.00	35.00	35.00	21.64	18.75	11.00	
TOTAL DIRECT SALARY	140.00	542.50	350.00	1,731.20	1,575.00	104.50	**$ 4,443.20**
Multiplier							2.8
TOTAL DIRECT LABOR FEE							**$ 12,440.96**

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2008

McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 200

PROJECT PLAN MANHOUR ESTIMATE
Bridge

M-W #08-048

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E II	E I	T III	C I	TOTAL	TOTAL
DIRECT COSTS									
8-1/2 x 11 Copies	$0.10	/sheet	SP's	15	sheets	5	copies	Prefinal	$ 7.50
	$0.10	/sheet	Calc & SP	50		2	copies	Final	$ 10.00
	$0.10	/sheet		50		3	copies	PBHR	$ 15.00
11 x 17 Copies	$0.25	/sheet		14	bridge	5	copies	Prefinal	$ 17.50
	$0.25	/sheet			roadway	5	copies	Prefinal	$ -
	$0.25	/sheet		14		1	copy	Final	$ 3.50
	$0.25	/sheet				1	copy	Final	$ -
Large Format Copies	$3.50	/sheet		14	bridge	1	copy	Final	$ 49.00
	$3.50	/sheet			roadway	1	copy	Final	$ -
Mylar	$8.00	/sheet		14	bridge	1	copy	Final	$ 112.00
	$8.00	/sheet			roadway	1	copy	Final	$ -
Mileage	$0.485	/mi			mi rd trip	2	trips		$ -
Postage	$3.95	/package		4	packages				$ 15.80
CADD	$12.50	/hour		84	hours				$ 1,050.00
TOTAL DIRECT COSTS									**$ 1,280.30**
TOTAL CONTRACT									**$ 19,220.35**

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McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 2008

M-W #08-048

PROJECT PLAN MANHOUR ESTIMATE
Roadway Plans

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E II	E I	T III	C I	TOTAL
1. Roadway Design								
0.1 Review Survey information					4			4
0.2 Develop Proposed Profile				1	4			5
0.3 Traffic Control Plan				1	2			3
0.4 SWPPP					4			4
Total Roadway Design		**0**	**0**	**2**	**14**	**0**	**0**	**16**
2. PREFINAL ROADWAY PLANS								
0.1 Cover Sheet					2	8		10
0.2 Summary of Quantities/Typical Section/ General Notes					16	20		36
0.3 Plan & Profile					16	24		40
0.4 SWPPP plan - 1 sheet				1	4	8		13
0.5 Cross Sections - 8 sheets					8	24		32
0.6 Special Provisions - roadway specific & SWPPP				1	4		1	6
0.7 Estimate of Time					2		2	4
0.8 Plan Review				10				10
TOTAL PREFINAL PLANS		**0**	**0**	**12**	**52**	**84**	**3**	**151**
3. FINAL ROADWAY PLANS								
0.1 Review IDOT Comments				4				4
0.2 CADD Revisions				4		8		12
TOTAL FINAL PLANS		**0**	**0**	**8**	**0**	**8**	**0**	**16**
4. QA/QC		**2**						**2**
5. ADMINISTRATION		**2**						**2**

TOTAL ALL TASKS	**4.00**	**0.00**	**22.00**	**66.00**	**92.00**	**3.00**		**187**
Direct hourly rates	35.00	35.00	35.00	21.64	18.75	11.00		
TOTAL DIRECT SALARY	140.00	0.00	770.00	1,428.24	1,725.00	33.00	$	4,096.24
Multiplier								2.8
TOTAL DIRECT LABOR FEE							**$**	**11,469.47**

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McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, IL 62049
217-532-9233

October 7, 20(

M-W #08-048

DIRECT COSTS

						TOTAL
8-1/2 x 11 Copies	$0.10 /sheet	SP's	15 sheets	5 copies	Prefinal	$ 7.50
	$0.10 /sheet	Calc & SP	50	2 copies	Final	$ 10.00
	$0.10 /sheet		50	3 copies	PBHR	$ 15.00
	$0.25 /sheet		11 roadway	5 copies	Prefinal	$ 13.75
	$3.50 /sheet		11 roadway	1 copy	Final	$ 38.50
	$8.00 /sheet		11 roadway	1 copy	Final	$ 88.00
CADD	$12.50 /hour		92 hours			$ 1,150.00
TOTAL DIRECT COSTS						**$ 1,322.75**

TOTAL CONTRACT **$ 12,792.22**

Totals

BCR	$ 1,557.38
Project Report & ESR	$ 4,345.55
Route & Hydraulic Survey	$ 4,334.70
ROW Survey	$ 3,220.08
Preliminary Bridge Design & Hydraulic Report, Bridge Plans and Special	$ 19,220.35
Roadway Plans and Special Provisions	$ 12,792.22
TOTAL	$ 45,470.27

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Local Agency	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Consultant
Montgomery County Highway Dept.				Hurst-Rosche Engineers, Inc.
County: Montgomery				Address: 1400 E Tremont Street, PO Box 130
Section: 08-00129-00-BR				City: Hillsboro
Project No.		Preliminary Engineering Services Agreement For Federal Participation		State: IL
Job No.				Zip Code: 62049
Contact Name/Phone/E-mail Address: Ruben Boehler, 217-532-6109, r.boehler@gmail.com				Contact Name/Phone/E-mail Address: Thomas G. Baker, 217-532-3959, tbaker@hurst-rosche.com

THIS AGREEMENT is made and entered into this 14th day of October, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name: Nokomis Road Over Hurricane Creek | Route: CH #7 (FAS 723) | Length: 47' | Structure No.: 068-3012(existing) 068-3359(proposed)

Termini

Description
Total bridge replacement.
Nokomis Road (CH #7, F.A.S. 723) over Hurricane Creek Witt Township, Section 25/26, T.9N., R.2W.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described within 270 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

The undersigned certifies neither the ENGINEER nor I have:

a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.

☒ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.

☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.

☐ Design and/or approve cofferdams and superstructure shop drawings.

☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (~~including economic analysis of bridge or culvert types~~ and high water effects on roadway overflows and bridge approaches).

☒ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.

☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.

☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.

☐ 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.

☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element) 0.37(DL) + DL + R(DL) + OH(DL) + IHDL

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. 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 STATE; 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.

6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   a. Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying the actions that will be taken against employees for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
   b. Establishing a drug free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's or contractor's policy of maintaining a drug free workplace;
      (3) Any available drug counseling, rehabilitation and employee assistance program; and
      (4) The penalties that may be imposed upon an employee for drug violations.
   c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
   d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
   e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
   f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
   g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

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Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hurst-Rosche Engineers, Inc.	37-0889933	$47,292.58

Sub-Consultants:	TIN Number	Agreement Amount
N/A		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LA:

ATTEST:

By: Mont Co. Clerk

(SEAL)

Montgomery County Highway Department
(Municipality/Township/County)

By:

Title: Mont Co Board Chairman

Executed by the ENGINEER:

ATTEST:

By: Donna J. Yeske

Title: Assistant Corporate Secretary

By: Thomas G. Baker

Title: President

Exhibit A - Preliminary Engineering

Route:
Local Agency: Montgomery County Highway Department
(Municipality/Township/County)
Section: 08-00129-00-BR
Project:
Job No.:

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 163.68 %
Complexity Factor (R) 0.00
Calendar Days

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐ 0.37 (DL) + DL + R(DL) + OH(DL) + IHDL
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Field Survey		52		909.53	1,488.72		57.60	356.10	$ 2,811.95
Roadway Design/Plans		153		2,550.62	4,174.86			975.20	$ 7,700.68
Final Bridge Plans		40		1,252.60	2,050.26			478.91	$ 3,781.77
Proposal, Spec Prov, Estimates		16		334.72	547.87			127.98	$ 1,010.57
Administration/Meetings/QA/QC		18		722.64	1,182.82			276.29	$ 2,181.75
BCR and Prelim Bridge Design		202		5,249.77	8,592.82		19.20	2,009.96	$15,871.75
Proposed ROW/Easements		51		1,173.00	1,919.97		57.60	456.83	$3,607.40
Project Report/Coordination		92		2,146.04	3,512.63		19.20	823.50	$6,501.37
Geotech Investigation		2		38.20	62.53		3,710.00	14.61	$3,825.34
Totals		626		14,377.12	23,532.48		3,863.60	5,519.38	$47,292.58

BOOK 8 PAGE 221

BLR 05610 (Rev. 9/06)

Exhibit B
BOOK 8 PAGE 222

Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name	Hurst-Rosche Engineers, Inc.
Address	1400 E Tremont Street, PO Box 130
Telephone	217-532-3959
TIN Number	37-0889933

Project Information

Local Agency	Montgomery County Highway Department
Section Number	08-00129-00-BR
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
N/A		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant
Thomas G. Baker, President

10/2/08
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

BLR 05610 (Rev. 9/0

FIRM Hurst-Rosche Engineers
Project Montgomery Co. Hwy Dept. Date 10-3-08
Section No. 08-00129-00-BR

Geotechnical Investigation

Direct Costs:

		Cost
Field Survey		
mileage	120 mi. @ .48/mi	$57.60
BCR & Prelim Bridge Design		
mileage	40 mi. @ .48/mi.	$19.20
Project Report/Coordination		
mileage	120 mi.@ .48/mi.	$57.60

Geotechical Investigation

Moisture content

No. of Tests		Unit	Cost
42	@	$5.00	$210.00

Drilling

	No. of Tests		Unit	Cost
Mobilization	1	@	$400.00	$400.00
Split Spoon Sampling (0 ft-50 ft)	100	@	$20.00	$2,000.00
Split Spoon Sampling (51ft-75 ft)	50	@	$22.00	$1,100.00

Total Direct Costs **$3,863.60**

prepared by:
Hurst-Rosche Engineers, Inc.
10/6/2008

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE (REV. OCT 14, 2008)

ALL UTILITIES
AMEREN CIPS
ILLINOIS POWER
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
VERIZON WIRELESS
MJM ELECTRIC
ARCH WIRELESS
CINGULAR WIRELESS
M & M SERVICE - PROPANE SERVICE TO RECYCLING BUILDING
STEWART SANITATION
AMERICALL COMMUNICATIONS CO. INC.

POSTAGE
U.S. POST OFFICE
UPS
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
HASLER- LEASE ON POSTAGE METER & SCALES (New company as of 6/08/07)
FRANCOTYP-POSTALIA MAILING SOLUTIONS
UNITED OFFICE SYSTEMS

COURT ORDERED EXPENSES
ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY – MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS

CONTRACTUAL AND LEASE SERVICES
CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES – FORKLIFT RENTAL FOR RECYCLING CENTER
J.A.K.K. CONSULTING
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
I.O.S. CAPITAL
HARRIS
C & S COMPANY
HEALTH PROFESSIONALS, LTD.
IKON FINANCIAL SERVICES (added 10/14/08)

OTHER
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
MONTGOMERY COUNTY LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENSION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION
CRIMINAL BACKGROUND CHECK FEES

PAYROLL/SALARY/INSURANCE (the word INSURANCE added 10/14/08
INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN

DISCLAIMER
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED OCTOBER 14, 2008,

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

GIS Department, *Montgomery County*

GIS Data Fee Schedule

Printed Map Products	8.5"X11"	11"X17"	13"X19"	18"X24"
Black & White Parcel Lines	$2.00	$5.00	$7.00	$10.00
Color Parcel lines	$3.00	$6.00	$8.00	$13.00
Black & White Orthophotography	$3.00	$6.00	$8.00	$13.00
Color Orthophotography	$5.00	$8.00	$10.00	$15.00
- Also available in exported digital form (.jpg or .tif, Limited dpi)- email or CD ($2 extra for CD, email is to be prepaid).-				*- via*

Orthophotography	Coverage	2' Resolution	0.5' Resolution*	Combined
Spring2003 MrSid(cdrom) or .tif(DVD)	Tile	$35.00	$75.00	
	Entire County	$2,500.00	$2,500.00	$3,500.00
			** Litchfield -$1300, Hillsboro-$1000*	
Media Cost (Depends on the number of CD's) 3.00 X # of CD's				

Tax Parcel Data	Coverage	
	Tile	$55.00
	Entire County	$4,500.00
Media Cost (Depends on the number of CD's) 3.00 X # of CD's		

Custom Map Work	Map Design	$60.00/hr (1/2 hr minimum)

BOOK 8 PAGE 226

10/8/08

REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY09 BUDGET REQUEST TO FY08 ACTUAL EXTENSION

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
			FY09 BUDGET		FY08 BUDGET			
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	2008 TAX YEAR ESTIMATED TAXABLE VALUE	BUDGET REQUEST	2007 TAX YEAR BUDGETED TAXABLE VALUE	BUDGETED EXTENSION	FY08 BUDGET MORE (LESS) 2008 ACTUAL EXTENSION	FY08 BUDGET MORE (LESS) 2008 ACTUAL EXTENSION
	COUNTY:							
1	CORPORATE GENERAL	0.2025%	335,000,000	677,500	347,977,986	650,023	27,477	4.2271%
2	COUNTY SENIOR SOCIAL SERVICES	0.0250%	335,000,000	70,000	347,977,986	60,026	9,974	16.6157%
3	VETERANS ASSISTANCE COMMISSION	0.0200%	335,000,000	67,000	347,977,986	64,411	2,589	0.0000%
4	HEALTH	0.1000%	335,000,000	335,000	347,977,986	322,019	12,981	4.0312%
5	I.M.R.F.	NO LIMIT	335,000,000	724,386	347,977,986	800,001	(75,615)	-9.4519%
6	SOCIAL SECURITY	NO LIMIT	335,000,000	283,000	347,977,986	250,022	32,978	13.1900%
7	LIABILITY INSURANCE	NO LIMIT	335,000,000	301,300	347,977,986	255,033	46,267	18.1415%
8	TUBERCULOSIS	0.0750%	335,000,000	90,800	347,977,986	86,507	4,293	4.9622%
9	COUNTY HIGHWAY	0.1000%	335,000,000	335,000	347,977,986	322,019	12,981	4.0312%
10	FEDERAL AID MATCHING	0.0500%	335,000,000	167,500	347,977,986	161,009	6,491	4.0312%
11	AID TO BRIDGES	0.0500%	335,000,000	167,500	347,977,986	161,009	6,491	4.0312%
12	**TOTAL COUNTY**		335,000,000	**3,218,986**	347,977,986	**3,132,080**	**86,906**	2.7747%
	AMBULANCE SERVICE:							
13	HILLSBORO	0.1500%	134,007,717	157,000	140,953,387	157,008	(8)	-0.0051%
14	LITCHFIELD	0.1500%	109,080,569	171,000	115,606,314	165,005	5,995	3.6333%
15	NOKOMIS/WITT	0.3000%	39,431,043	97,500	39,831,851	97,500	(0)	-0.0004%
16	RAYMOND/HARVEL	0.1500%	30,050,838	40,276	30,219,535	31,685	8,591	27.1131%
17	FARMERSVILLE/WAGGONER	0.3000%	21,678,057	65,000	20,627,958	61,884	3,116	5.0354%
18	**TOTAL AMBULANCE**		334,248,224	**530,776**	**347,239,045**	**513,082**	**17,694**	3.4485%
19	EXTENSION SERVICE	0.0500%	335,000,000	147,500	347,977,986	146,012	1,488	1.0194%
20	**TOTAL COUNTY, AMBULANCE, AND EXTENSION SERVICE**			**3,897,262**	(738,941)	**3,791,174**	**106,088**	2.7983%
21	MINUS COUNTY ELECTION COST (ESTIMATE)			125,588		199,040	(73,452)	-36.9031%
22	**TOTAL COUNTY, AMBULANCE, AND EXTENSION SERVICE MINUS ESTIMATED ELECTION COST**			**3,771,674**		**3,592,134**	**179,540**	4.9981% ***

23 *** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.

SUMMARY

FY09 Budget Request (Column E, Item #22)	3,771,674
FY08 Actual Extension (Column G, Item #22)	3,592,134
Difference	179,540
.05 of FY08 Actual Extension (Column G, Item #22)	179,607
	(67)

BOOK 8 PAGE 227

ANNUAL BUDGET
FISCAL YEAR 09
REVENUES

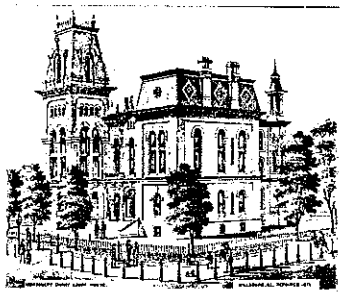
REQUESTED CHANGES to the 09/09/08 DRAFT
As of 10/09/08

FUND DESCRIPTION	FUND-ACCT-OFFICE	Amount Budgeted 09/09/08 DRAFT	Requested Change
CORPORATE FINANCE:			
Property Tax-Current Year	100-000-410.011	678,500	677,500
TOTAL CORPORATE FINANCE		4,000,000	3,999,000
TOTAL GENERAL FUND		6,304,751	6,303,751
PUBLIC HEALTH:			
WIC	200-200-460.123	121,300	123,800
Breast & Cervical Cancer	200-200-460.125	314,340	324,340
TOTAL PUBLIC HEALTH		2,853,667	2,866,167
IMRF-COUNTY:			
Property Tax-Current Year	210-210-410.011	740,000	724,386
TOTAL IMRF-COUNTY		821,545	805,931
TOTAL SPECIAL REVENUE		9,467,579	9,464,465
GRAND TOTAL ALL FUNDS		19,997,942	19,993,828

ANNUAL BUDGET
FISCAL YEAR 09
EXPENDITURES

REQUESTED CHANGES to the 09/09/08 DRAFT
As of 10/09/08

FUND DESCRIPTION	FUND-ACCT-OFFICE	Amount Budgeted 09/09/08 DRAFT	Requested Change
SHERIFF:			
Training	100-080-520.029	14,720	19,720
Uniform/Clothing	100-080-530.012	13,013	18,013
TOTAL SHERIFF		2,118,071	2,128,071
TOTAL PUBLIC SAFETY		2,304,466	2,314,466
TOTAL GENERAL FUND		8,766,208	8,776,208
PUBLIC HEALTH:			
Program Specific Expense	200-200-530.080	20,000	30,000
TOTAL PUBLIC HEALTH		2,843,718	2,853,718
GEOGRAPHIC INFORMATION SYSTEM:			
Telephone	273-273-520.012	-	1,420
Rent	273-273-520.082	-	3,000
TOTAL GEOGRAPHIC INFORMATION SYSTEM		91,425	95,845
TOTAL SPECIAL REVENUE		9,961,062	9,975,482
GRAND TOTAL ALL FUNDS		23,097,415	23,121,835



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF Butler

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the Village of Butler, a unit of local government in the State of Illinois, acting through its Village President and Board of Trustees, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of Butler, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have made available cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

WHEREAS, the County is the logical entity to serve as lead agency for a countywide GIS system, and all agencies within Montgomery County could receive benefits if all GIS data of the various agencies were compatible; and

WHEREAS, the Village wishes to use and participate in the use of the basemap GIS data and digital orthophotography of Montgomery County;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The County agrees to license to and cooperate with the Village in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.

2. The Village agrees that Montgomery County GIS data or products shall be used during the term of this Agreement for governmental purposes only, and that the Village shall not sell, transfer, or otherwise provide or publish said data or products obtained through this Agreement to any other agency, person, corporation, or entity other than Village departments, without the express written consent and/or agreement of the County. The Village shall not sell or provide the data to governmental, private, or commercial entities, which in turn could potentially profit from the data, except that the Village may provide information for purposes of regulatory compliance or ordinal enforcement regarding individual parcels to entities with which the Village contracts for said purposes.

3. In consideration of said use, the Village agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents ($.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars ($400.00) will be paid to Montgomery County GIS to cover their cost for processing the initial startup.

4. The County assumes no responsibility as to the accuracy of the information contained in the database or to any modifications made by the Village in the course of the Village's use of the product. All information will be provided to the Village on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from Village, City, County, State and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide, in pertinent part, as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."

5. In providing data (or access to it), the County assumes no obligation to assist the Village in the use of the data, or in the development, use or maintenance of any applications applied to the data.

6. These parties agree that the County shall have no responsibility to provide any computer hardware and/or software to the Village, or provide training to the Village for use of the data.

7. The County shall maintain the cadastral parcel base map. The County may incorporate all Village-created data into the County's database. The County shall coordinate uniform mapping standards used in modificatio to the base map. Any data created by the Village using the County's GIS data shall be delivered to the Coun annually.

8. The County intends to distribute updated base maps annually , or as soon thereafter as practicable, but only as often as a significant number of changes are made to the database. At which time the municipality will deliver their updated data.

9. The County and the Village will enter into a License Agreement and will cause it, upon acceptance, to be attached to and made a part of this Agreement, and its terms and conditions are incorporated into this Intergovernmental Agreement by this reference.

10. This Agreement shall terminate at the end of three (3) years from the anniversary date as noted below, provided that the Village gives written notice of intent to terminate at least thirty (30) days prior thereto. Upon termination, the Village shall return to the County the database, along with any copies, upgrades, modifications, and changes, all of which shall become property of the County. This Agreement is renewable upon mutual agreement of the parties.

This Agreement is adopted and set in force on Dec. 3rd, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

VILLAGE OF Butler, ILLINOIS

Donald L. Bolcauf
Village President

ATTEST:

Montgomery County Clerk

Kendra Lane
Village Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

This License Agreement does not constitute a transfer of title or interest in the database. Any portion of the database that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The County retains ownership of the database and all such portions.

Licensee Generated Data

The County reserves the right to incorporate any Licensee created data into the County's database.

Copyright

.ll publications using any part of the County GIS database for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files and reports, or derivative works, except those that are working copies and which are not released outside the Licensee's organization.

> **"Montgomery County GIS**
> **Copyrighted by Montgomery County"**

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required, and recopyright the appropriate map information.

Distribution of the Montgomery County Database

The database is to be solely retained by the Licensee. In no instance is the database to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or not-for-profit entities. Any Freedom of Information Law request associated with the use of the Montgomery County database must be authorized by the County.

.hould the Licensee utilize the services of a consultant, said consultant must execute a separate agreement with the County prior to receiving any copies of the licensed data.

Usage of the Montgomery County Database

The Licensee agrees to use data from the County's system solely for the purpose defined in their request for use. Under no circumstances is information from the County system to be used for any other function or purpose within the Licensee's organization.

Term of License Agreement

This License Agreement is effective from the date it is accepted by all parties and will remain in effect until completion of Licensee's contracted activity, or until this License Agreement is terminated by the County, the contracting organization, or the Licensee, pursuant to the notice provisions set out in the Intergovernmental Agreement.

Limitation of Liability

The Licensee agrees that it will, at all times, indemnify and hold the County and its officers and employees harmless and free and clear of any liability arising from any act of omission or commission of the Licensee with respect to this License Agreement and any terms thereof.

The County assumes no responsibility as to the accuracy of the database or modifications made in the course of the use of the product. All information will be provided on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, State, and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide in pertinent part as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."

Termination

This License Agreement may be terminated by any party, upon thirty (30) days written notice to the other parties. Upon termination, the Licensee must cease use of all licensed data and return the data and any copies to the County.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on Dec. 3rd., 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

VILLAGE OF Butler, ILLINOIS

Donald L. Boland

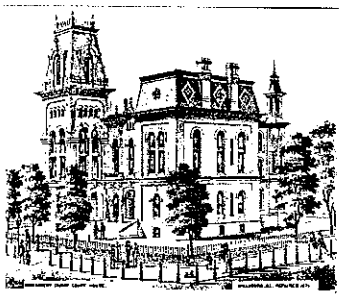
Village President

ATTEST:

Montgomery County Clerk

Kendra Lane

Village Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF Butler

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the Village of Butler, a unit of local government in the State of Illinois, acting through its Village President and Board of Trustees, hereinafter referred to as the Village.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of Butler, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, ection 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the Village has agreed to participate in the Montgomery County Economic Development Corporation, the County agrees to waive all fees due to County for parcels up to one and a half miles around the Village Limits, for the period of one year. This does not include fees due to Montgomery County GIS.

Termination

Should the village decide not to participate in the Montgomery County Economic Development Corporation, this waiver will not be renewed and all fees will be due.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on Dec. 3rd, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

Chairman, County Board

VILLAGE OF Butler, ILLINOIS

Donald L. Bolinal
Village President

ATTEST:

Sandy Lee
Montgomery County Clerk

Kendra Lane
Village Clerk

Illinois Department of Transportation

Montgomery County Highway Department #16-08
County Maintenance Resolution

RESOLVED, by the County board of MONTGOMERY County, that $810,000.00 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 1, 2009 and ending December 31, 2009, 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

Date

Department of Transportation

Regional Engineer

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

MONTGOMERY County, at its November 12, 2008 meeting held at HILLSBORO on November 12, 2008 (Date)

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 12th day of November A.D. 2008

(SEAL) Sandy Leitheiser County Clerk.

RESOLUTION 08-19

TO ADOPT FISCAL YEAR 2009 FINANCIAL APPROPRIATION ORDINANCE

WHEREAS, the Finance Committee of Montgomery County has conducted hearings upon the budget requests and requirements of the various offices and departments of the County of Montgomery, and

WHEREAS, said Committee has duly considered said request in light of the financial condition of said County, and

WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

BE IT THEREFORE ADOPTED AND HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that the attached Financial Appropriation Ordinance for Fiscal Year 2009 which commences December 1, 2008, and ends November 30, 2009, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Twenty-three Million, One Hundred Twenty-seven Thousand, Eight Hundred Thirty-five Dollars and No Cents ($23,127,835).

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 08-20

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2008, after having ascertained the sum of Six Hundred Seventy-seven Thousand, Five Hundred Dollars and No Cents ($677,500.00) as being necessary to be raised for General County purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Six Hundred Seventy-seven Thousand, Five Hundred Dollars and No Cents ($677,500.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Six Hundred Seventy-seven Thousand, Five Hundred Dollars and No Cents ($677,500.00) provided that the percent of levy shall not exceed .2025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-21

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Three Hundred Thirty-five Thousand Dollars and No Cents ($335,000.00) is necessary.

WHEREFORE, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Three Hundred Thirty-five Thousand Dollars and No Cents ($335,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's books of Montgomery County for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Three Hundred Thirty-five Thousand Dollars and No Cents ($335,000.00) provided that the percent of levy shall not exceed .10 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 22

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Seven Hundred Twenty-four Thousand, Three Hundred Eighty-six Dollars and No Cents ($724,386.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Seven Hundred Twenty-four Thousand, Three Hundred Eighty-six Dollars and No Cents ($724,386.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Seven Hundred Twenty-four Thousand, Three Hundred Eighty-six Dollars and No Cents ($724,386.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY SANDY LEITHEISER

RESOLUTION 08-23

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Two Hundred Eighty-three Thousand Dollars and No Cents ($283,000.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Two Hundred Eighty-three Thousand Dollars and No Cents ($283,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 08- 24

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

WHEREAS, it is the duty and responsibility of and in accordance with sound financial practices for Montgomery County, Illinois, to protect itself and its assets against any liability which may be imposed upon it under the provisions of the Worker's Compensation Act, the Worker's Occupational Diseases Act and/or the Unemployment Insurance Act, all of the State of Illinois, and

WHEREAS, this County is authorized to levy a tax upon all taxable property within said county as the same is equalized or assessed by the Department of Revenue of this State, at a rate that will produce a sum of money which will be sufficient to pay the reasonable costs of protecting itself and/or its employees, by insurance, against such liability which may be imposed under such acts, and

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2009 for the specific uses and purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Three Hundred One Thousand, Three Hundred Dollars and No Cents ($301,300.00) for the payment of insurance premiums for the protection of said County against liability which may be imposed upon it under the provisions of:

The Workmen's Compensation Act of the State of Illinois,

The Unemployment Insurance Act of the State of Illinois, and

Property and Liability Insurance.

BE IT FURTHER RESOLVED that the County Clerk of this County shall extend this tax for the current taxable year upon all taxable property in Montgomery County, Illinois, as the same is equalized or assessed by the Department of Revenue of this State, at a rate which will produce the amount of this levy and this tax shall be levied and collected in like manner with the general taxes of this County and this tax shall be and is exclusive of and in addition to the amount of tax levied for general County purposes. All monies derived from this levy shall be used for no other purpose than that set out herein.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 25

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2008 after having ascertained the sum of Ninety Thousand, Eight Hundred Dollars and No Cents ($90,800.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Ninety Thousand, Eight Hundred Dollars and No Cents ($90,800.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Ninety Thousand, Eight Hundred Dollars and No Cents ($90,800.00) provided that the percent of levy shall not exceed .075 percent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-26

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Three Hundred Thirty-five Thousand Dollars and No Cents ($335,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, as required to be maintained by said County.....$335,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2008 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Three Hundred Thirty-five Thousand Dollars and No Cents ($335,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Three Hundred Thirty-five Thousand Dollars and No Cents ($335,000.00), provided that the percent of levy shall not exceed .10 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 08- 27

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Sixty-seven Thousand, Five Hundred Dollars and No Cents ($167,500.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Sixty-seven Thousand, Five Hundred Dollars and No Cents ($167,500.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to the maximum of all other County taxes which the County is now or may hereafter be authorized by statute to levy upon the aggregate value of all taxable property within the County. Said tax, shall not be extended at a rate exceeding .05 percent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate percent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael S. Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 28

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Sixty-seven Thousand, Five Hundred Dollars and No Cents ($167,500.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that for the following purposes and in the following amounts:

For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....$167,500.00

That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Sixty-seven Thousand, Five Hundred Dollars and No Cents ($167,500.00) provided that the percent of levy shall not exceed .05 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael S. Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 29

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2009 is the sum of $171,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Seventy-one Thousand Dollars and No Cents ($171,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of $171,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 08- 30

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Hillsboro Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2009 is the sum of $157,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Fifty-seven Thousand Dollars and No Cents ($157,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of $157,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 31

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2009 is the sum of $97,500.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Ninety-seven Thousand, Five Hundred Dollars and No Cents ($97,500.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of $97,500.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-32

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2009 is the sum of $40,276.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Forty Thousand, Two Hundred Seventy-six Dollars and No Cents ($40,276.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of $40,276.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 33

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2009 is the sum of $65,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Sixty-five Thousand Dollars and No Cents ($65,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of $65,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 08-34

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2009; and

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: $147,500.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2008, after having ascertained the sum of One Hundred Forty-seven Thousand, Five Hundred Dollars and No Cents ($147,500.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Forty-seven Thousand, Five Hundred Dollars and No Cents ($147,500.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Forty-seven Thousand, Five Hundred Dollars and No Cents ($147,500.00) provided that the percent of levy shall not exceed .05 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-35

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

WHEREAS, the Montgomery County Board has determined the following amount must be funded by special levy for social services for senior citizens in Montgomery County: $70,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2008, after having ascertained the sum of Seventy Thousand Dollars and No Cents ($70,000.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy Thousand Dollars and No Cents ($70,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy Thousand Dollars and No Cents ($70,000.00), provided that the percent of levy shall not exceed .025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-36

A TAX LEVY FOR VETERANS ASSISTANCE

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2008, after having ascertained the sum of Sixty-seven Thousand Dollars and No Cents ($67,000.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Sixty-seven Thousand Dollars and No Cents ($67,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Sixty-seven Thousand Dollars and No Cents ($67,000.00) provided that the percent of levy shall not exceed .02 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2008.

Michael Plunkett

CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-37

TO SET CERTAIN SALARIES

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that the following salaries for the Fiscal Year 2009 beginning December 1, 2008, and ending November 30, 2009, are set for the following:

SUPERVISOR OF ASSESSMENTS	$ 42,538.00
PROBATION OFFICER	$ 47,474.00
ASSISTANT PROBATION OFFICERS	$152,660.00

APPROVED and ADOPTED this 12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 08- 38

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2009, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in recessed session of its annual October meeting of the year 2008, this 12th day of November 2008, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may

RESOLUTION 08- 38

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2009, commencing December 1, 2008, and ending November 30, 2009, by hereby appropriating the sum of $11,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2009.

APPROVED and ADOPTED this 12th day of November, 2008.

CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION # 08 - 39

RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL FOR 2007 TAXES PAYABLE 2008 ON PROPERTY ID #16-02-482-013

WHEREAS, there has been presented to this Board a tax bill due on Parcel #16-02-482-013, which describes the property at 147 North Main Street, located in the City of Hillsboro, Illinois; and Montgomery County is in possession of the above property, Montgomery County Board does hereby direct that the tax bill for 2007 payable 2008, be voided.

Approved by the Montgomery County Board on this 12th day of November 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, Ray Durston

Montgomery County Board

Holiday Schedule for Year 2009

January 1, 2009	New Year's Day	Thursday
January 19, 2009	Martin Luther King Jr. Day	Monday
February 16, 2009	President's Day	Monday
April 10, 2009	Good Friday	Friday
May 25, 2009	Memorial Day	Monday
July 3, 2009	Independence Day (Obsv.d)	Friday
September 7, 2009	Labor Day	Monday
October 12, 2009	Columbus Day (Obsv.d)	Monday
November 11, 2009	Veteran's Day	Wednesday
November 26, 2009	Thanksgiving Day	Thursday
November 27, 2009	Day after Thanksgiving	Friday
December 25, 2009	Christmas Day	Friday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

11/12, 2008

Chairman, Mike Plunkett — Date 11/12/08

County Clerk, Sandy Leitheiser — Date 11/12/08

AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT
(Montgomery County, Illinois)

This Amendment to the County Enterprise Zone Ordinance and the Enterprise Zone Intergovernmental Agreement, which is dated the 2nd day of Dec 2008, is made among the County of Montgomery, Illinois; the City of Hillsboro, Illinois; the City of Litchfield, Illinois; the City of Coffeen, Illinois, the Village of Schram City, Illinois; and the Village of Taylor Springs, Illinois.

SECTION I: Amendments;
Add Territory: That the County Enterprise Zone Ordinance shall be, and is, hereby amended to add territory to the Montgomery County Enterprise Zone. Said real estate is described in the attached EXHIBIT A and B, which is attached hereto and made a part hereof by reference.

Effective Date: That this amendment to the Enterprise Zone Intergovernmental Agreement dated above shall become effective upon the last to sign of the parties, and shall be recorded in the real estate records of Montgomery County, Illinois. That except as amended by this Amendment to Enterprise Zone Intergovernmental Agreement, the previous Enterprise Zone Intergovernmental Agreement and amendments thereto shall remain in full force and effect.

COUNTY OF MONTGOMERY, ILLINIOS: **Attest:**
By _____ _____ **Date:** 11-20-08
Mike Plunkett, County Board Chairman **County Clerk**

CITY OF HILLSBORO, ILLINOIS **Attest:**
By _____ _____ **Date:** 11-10-08
William Baran, Mayor **City Clerk**

CITY OF LITCHFIELD, ILLINOIS **Attest:**
By _____ Marilyn S Hartke **Date:** 12-2-08
Thomas Jones, Mayor **City Clerk**

VILLAGE OF SCHRAM CITY, ILLINOIS **Attest:**
By _____ Janet K. Stewart **Date:** 12/1/08
Michael L. Rhoades, President **Village Clerk**

VILLAGE OF TAYLOR SPRINGS, IL **Attest:**
By _____ _____ **Date:** 11-18-08
Carl Hallers, Mayor **Village Clerk**

CITY OF COFFEEN, ILLINOIS **Attest:**
By _____ _____ **Date:** 11-17-08
Dale Nowlan, Mayor **City Clerk**

Ordinance No.: 08-39A

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO, LITCHFIELD, AND COFFEEN, and THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE

WHEREAS, the County Board of Montgomery County, Illinois, on September 8, 1992, adopted an Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs (as supplemented and amended the "County EZ Ordinance") which among other things provides for certain enterprise zone (EZ) incentives, including real estate tax abatements; and

WHEREAS, in connection with the County Enterprise Zone, the County of Montgomery, the Cities of Hillsboro, Litchfield and Coffeen, and the Villages of Schram City and Taylor Springs have each adopted the County Enterprise Zone Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement dated March 1st, 1990, and supplemented and amended June 1st, 1991, September 17th 1992, June 15th, 1993, March 27th, 1996, March 24, 2003, June 27th, 2005 and May 1st, 2006 and

WHEREAS, the County of Montgomery, the Cities of Hillsboro, Litchfield, Coffeen, and Villages of Schram City and Taylor Springs desire to approve these amendments.

NOW, THEREFORE, BE IT ORDAINED by the COUNTY BOARD, of the COUNTY OF MONTGOMERY, MONTGOMERY COUNTY, ILLINOIS as follows:

SECTION I: That the Montgomery County Enterprise Zone is hereby expanded to include the property included in the attached EXHIBIT A and B, which is attached hereto and made a part hereof by reference..

SECTION II: That in connection with said real estate referred to in EXHIBIT A and B, the County Zone Administrator for the Montgomery County Enterprise Zone shall certify to the Montgomery County Clerk that this Ordinance has been passed, agreeing to the expansion of the Montgomery County Enterprise Zone to include the property descriptions in EXHIBIT A and B.

SECTION III: That Montgomery County, through its Chairman, County Clerk and appropriate representatives, are hereby authorized to take all further actions and execute all such other documents, including an amendment to the Enterprise Zone Intergovernmental Agreement in substantially the form presented at the meeting at which this ordinance is adopted, desirable or necessary to effect the execution, delivery and performance of this ordinance.

SECTION IV: That all ordinances, resolutions, or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

SECTION V: That except as amended by this ordinance, the previous Enterprise Zone Ordinance hereby passed shall remain in full force and effect.

SECTION VI: That this ordinance shall become effective upon adoption in accordance with applicable law.

PASSED AND ADOPTED This 12th **day of** Nov**, 20**08**.**

Ayes: 19

Nays: 0

Present: 19

Absent: 2

APPROVED This 12th **day of** Nov**, 2008.**

Mike Plunkett

Chairman: Mike Plunkett

ATTEST:

Sandy Leitheiser

County Clerk: Sandy Leitheiser

RESOLUTION # 08 - 40

RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL 2007-2008 ON BIKE TRAIL PROPERTY

WHEREAS there has been presented to this Board a bill due on Parcel #03-04-100-003, 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 2007 payable 2008 be voided.

Approved by the Montgomery County Board on the 12th day of November 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, Ray Durston

RESOLUTION # 08 - 41

RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL 2007-2008 ON PROPERTY ID #06-07-459-010

WHEREAS there has been presented to this Board a bill due on Property #06-07-459-010, 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 2007 payable 2008 be voided.

Approved by the Montgomery County Board
on the **12th, day of November, 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, Ray Durston

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 17-08

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 Districts of WITT and NOKOMIS have 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 Districts of WITT and NOKOMIS of Montgomery County have agreed to pay an amount of $10,500.00 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;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
WITT and NOKOMIS	1064 B-CA, SN 068-3120	See Attached Map	$21,000.00

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 2007.

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 9th day of December, 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 9th day of December, 2008.

FILED
DEC 9 2008
Sandra Leitheiser COUNTY CLERK

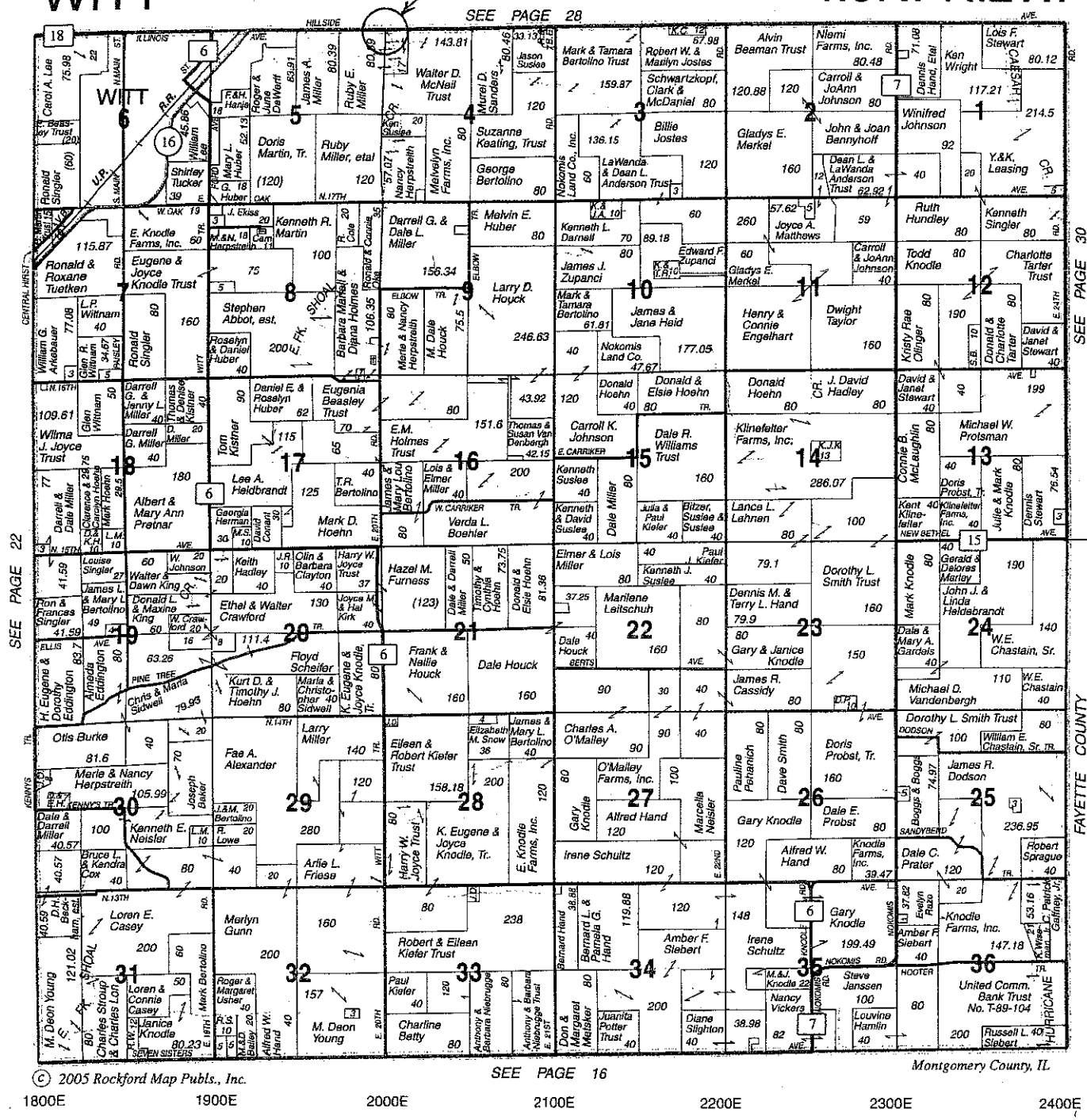
Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Witt	13.51%
Nokomis	36.49%

WITT T.9N.-R.2W.

Project Location



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Security National Bank

Witt, Illinois 62094
(217) 594-2221 or
(800) 594-0242

Fillmore, Illinois 62032
(217) 538-2265

Irving, Illinois 62051
(217) 533-4351

Coffeen, Illinois 62017
(217) 534-2351

Toll Free: (888) 766-0610

FDIC INSURED

A SOUND INSTITUTION DEDICATED TO SERVICE

MEMBER FEDERAL RESERVE SYSTEM

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

DATE: November 13, 2008

FROM: Montgomery County Board

TO: Montgomery County Clerk - Sandy Leitheiser
Montgomery County Supervisor of Assessments-Ray Durston
Montgomery County Treasurer/Collector - Ronald Jenkins

RE: Notice From County Officials--Voiding of 2007 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, 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 9th day December of, 2008.

Michael Plunkett
County Board Chairman, Mike Plunkett

William E Sielschott
Finance Committee Chairman, Bill Sielschott

Attest By: Sandy Leitheiser
Montgomery County Clerk, Sandy Leitheiser

MONTGOMERY COUNTY TRUSTEE
2007 TAX VOID LIST

1	01-07-100-301
2	01-18-100-302
3	01-18-300-302
4	01-18-400-302
5	01-19-300-301
6	01-21-200-301
7	01-22-100-301
8	01-23-100-301
9	01-25-100-301
10	01-26-100-301
11	01-27-100-301
12	01-28-200-301
13	01-32-200-302
14	01-33-100-301
15	01-33-406-007
16	01-34-100-301
17	01-35-100-301
18	01-36-100-301
19	02-31-100-301
20	03-01-100-302
21	03-02-100-302
22	03-03-100-301
23	03-04-300-302
24	03-05-200-302
25	03-08-200-301
26	03-09-100-301
27	03-09-100-302
28	03-10-100-301
29	04-06-100-301
30	08-14-455-008
31	09-05-279-007
32	10-03-402-010
33	10-03-402-012
34	10-03-402-015
35	10-03-402-018
36	10-03-402-019
37	10-03-403-003
38	10-03-403-004
39	10-03-403-005
40	10-03-403-008
41	10-03-403-009
42	10-03-403-010
43	10-03-403-013
44	10-03-403-018
45	10-03-403-019
46	10-03-404-008
47	10-03-405-006
48	10-03-405-009

49	10-03-405-016
50	10-03-405-021
51	10-03-407-003
52	10-03-407-030
53	10-03-407-032
54	10-03-407-033
55	10-03-408-002
56	10-03-408-013
57	10-03-408-018
58	10-03-408-022
59	10-03-408-040
60	11-36-200-015
61	12-22-402-018
62	12-22-477-008
63	13-05-102-005
64	13-06-263-003
65	13-06-402-004
66	13-06-402-005
67	15-04-132-003
68	15-04-504-008
69	16-01-101-003
70	16-03-300-300
71	16-03-400-303
72	16-11-481-045
73	16-12-200-301
74	16-13-305-023
75	17-06-376-005
76	20-22-334-003

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE (REV. DECEMBER 9, 2008)

ALL UTILITIES
AMEREN CIPS
ILLINOIS POWER
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
VERIZON WIRELESS
MJM ELECTRIC
ARCH WIRELESS
CINGULAR WIRELESS
M & M SERVICE - PROPANE SERVICE TO RECYCLING BUILDING
STEWART SANITATION
AMERICALL COMMUNICATIONS CO. INC.

POSTAGE
U.S. POST OFFICE
UPS
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
HASLER- LEASE ON POSTAGE METER & SCALES (New company as of 6/08/07)
FRANCOTYP-POSTALIA MAILING SOLUTIONS
UNITED OFFICE SYSTEMS

COURT ORDERED EXPENSES
ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY – MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS

CONTRACTUAL AND LEASE SERVICES
CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES – FORKLIFT RENTAL FOR RECYCLING CENTER
J.A.K.K. CONSULTING
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
I.O.S. CAPITAL
HARRIS
C & S COMPANY
HEALTH PROFESSIONALS, LTD.
IKON FINANCIAL SERVICES
MONTGOMERY COUNTY FARM BUREAU (GIS office lease) (added 12/9/2008)

OTHER
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
MONTGOMERY COUNTY LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENSION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION
CRIMINAL BACKGROUND CHECK FEES

PAYROLL/SALARY/INSURANCE
INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN

DISCLAIMER
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED DECEMBER 9, 2008,

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD