Your Input Is Requested On Routing For A New Transmission Line

Grain Belt Express Clean Line LLC is holding public meetings to share information about a planned electric transmission line and to ask for comments on the project and feedback on routing. Your input is an important part of the planning process. Detailed maps of the potential routes currently under evaluation will be available at the meetings.

The Grain Belt Express Clean Line transmission line is an overhead, direct current transmission line that will provide Illinois access to low-cost, renewable energy. The project will benefit Illinois by reducing wholesale electricity prices, adding a new source of low-cost renewable energy, creating hundreds of construction and manufacturing jobs, and providing tax revenue to local communities.

For more information and an overview map, please visit www.grainbeltexpresscleanline.com or call (855) 665-3438.

Shelbyville (Shelby County)
Tuesday, Dec 2, 2014
7 a.m. to 10 a.m.
First Church of the Nazarene
Christian Life Center
416 North Will Street
Shelbyville, IL 62565

Hillsboro (Montgomery County)
Tuesday, Dec 2, 2014
5 p.m. to 8 p.m.
Moose Lodge
411 South Main Street
Hillsboro, IL 62049

Pana (Christian County)
Wednesday, Dec 3, 2014
5 p.m. to 8 p.m.
Fraternal Order of Eagles #4109
186 U.S. Highway 51
Pana, IL 62557

Please arrive any time between the listed hours.
There will be no formal presentation.

GRAIN BELT EXPRESS CLEAN LINE

NOV 14 2014

GRAIN BELT EXPRESS
CLEAN LINE

November 10, 2014

Sandy Leitheiser
County Clerk
1 Courthouse Square Room 102
Hillsboro, IL 62049

Re: Notice of Public Meeting for the Grain Belt Express Clean Line transmission line project

Dear Ms. Leitheiser,

In accordance with Illinois Public Utilities Act, Section 220 ILCS 5/8-406.1, Grain Belt Express Clean Line LLC ("Clean Line") provides notice to the Montgomery County Clerk of a public meeting that will be held on Tuesday, December 2, at the Moose Lodge in Hillsboro, IL on Clean Line's Grain Belt Express Clean Line ("Grain Belt Express") transmission line project. An advertisement of the public meeting will be published in newspapers in your community beginning three weeks in advance of the meeting. A copy of the advertisement is also enclosed in this mailing. A full list of the public meetings that Clean Line will hold from December 1 through December 5 is also enclosed.

Project Overview

Grain Belt Express Clean Line LLC ("Clean Line") is developing the Grain Belt Express, an approximately 750-mile overhead, direct current transmission line that will deliver low-cost wind power from western Kansas to Illinois and surrounding states. The project will benefit Illinois by reducing wholesale electricity prices, adding a new source of low-cost renewable energy, creating hundreds of construction and manufacturing jobs, and providing tax revenue to local communities. Clean Line will apply for a Certificate of Public Convenience and Necessity from the Illinois Commerce Commission ("ICC") in order to construct and operate the transmission line in Illinois.

1001 MCKINNEY, SUITE 700 HOUSTON, TX 77002 TEL 855 665 3438 FAX 832 319 6311

CLEAN LINE ENERGY PARTNERS

WWW.GRAINBELTEXPRESSCLEANLINE.COM

Public Meetings

The purpose of the public meetings is to share information about the project and receive input from landowners and community members on the potential routes. The public meetings will be held in an open house format and no formal presentation will be made. Each public meeting will provide the same information about the project. Following the public meetings, the number of potential routes will be reduced based on feedback received during the public meetings and other sources of information. Ultimately, the Grain Belt Express transmission line will require a 150-200 foot wide right-of-way, approved by the ICC.

Please feel free to contact me with any additional questions. We look forward to working with your county to develop this project in a way that provides broad benefits. Clean Line is committed to an open and transparent development process, which includes continuous dialogue with all stakeholders.

As we move through the routing process, we will continually coordinate with you and provide additional information and opportunities to be involved. For more information about Grain Belt Express Clean Line please visit www.grainbeltexpresscleanline.com or call 1 (855) 665-3438.

Sincerely,

Mark Lawlor
Director of Development
Clean Line Energy Partners
mlawlor@cleanlineenergy.com

Attachments

A. Potential Routes Overview Map
B. Public Meeting Information
C. Advertisement of Public Meetings
D. Sample Advertisement

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GRAIN BELT EXPRESS
CLEAN LINE

The Panhandle Press	Montgomery County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Pike Press	Pike County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Scott County Times	Scott County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Shelbyville Daily Union	Shelby County	Tuesday, Nov. 11 Tuesday, Nov. 18 Tuesday, Nov. 25

1001 MCKINNEY, SUITE 700 HOUSTON, TX 77002 TEL 855.665.3438 FAX 832.319.6311 CLEAN LINE ENERGY PARTNERS
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Greenup Press	Cumberland County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Toledo Democrat	Cumberland County	Thursday, Nov. 13 Thursday, Nov. 20 Thursday, Nov. 27
Greene Prairie Press	Greene County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Macoupin County Enquirer-Democrat	Macoupin County	Thursday, Nov. 13 Thursday, Nov. 20 Thursday, Nov. 27
The Girard Gazette	Macoupin County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
The Virden Recorder	Macoupin County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Nokomis Free Press-Progress	Montgomery County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
The Journal-News	Montgomery County	Monday, Nov. 10 Monday, Nov. 17 Monday, Nov. 24

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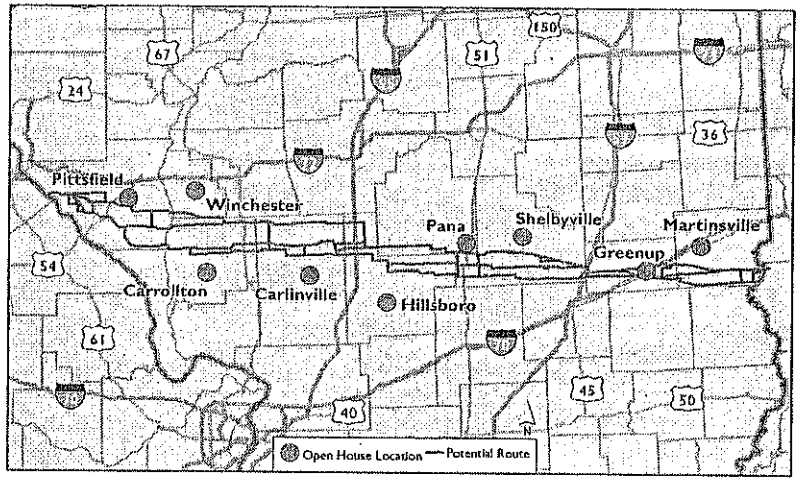
GRAIN BELT EXPRESS
CLEAN LINE

Potential Routes Overview Map

Potential routes for the Grain Belt Express are represented on the overview map below. **Detailed maps of the potential routes will be available at the public meetings.** For more information about the routing process and answers to frequently asked questions, please visit the project website at www.grainbeltexpresscleanline.com.

The purpose of the public meetings is to share information about the Grain Belt Express transmission line and ask for comments on the project and feedback from landowners and community members on routing. Following the public meetings, the number of potential routes will be reduced based on feedback received during the public meetings and other sources of information. This map shows potential routes currently being evaluated. **Ultimately, the Grain Belt Express transmission line will require a 150-200 foot wide right-of-way, approved by the ICC.**



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WWW.GRAINBELTEXPRESSCLEANLINE.COM

Public Meeting Information

The public meetings will be held in an open house format and no formal presentation will be made, so please come at any time between the listed start and end times.

Please note that some of the public meetings will take place in the morning.

Martinsville (Clark County)
Monday, December 1, 2014
7 a.m. to 10 a.m.
Martinsville Community Center
122 West Cumberland Street
Martinsville, IL 62442

Greenup (Cumberland County)
Monday, December 1, 2014
5 p.m. to 8 p.m.
Greenup Municipal Building
115 East Cumberland Street
Greenup, IL 62428

Shelbyville (Shelby County)
Tuesday, December 2, 2014
7 a.m. to 10 a.m.
First Church of the Nazarene
Christian Life Center
416 North Will Street
Shelbyville, IL 62565

Hillsboro (Montgomery County)
Tuesday, December 2, 2014
5 p.m. to 8 p.m.
Moose Lodge
411 South Main Street
Hillsboro, IL 62049

Carlinville (Macoupin County)
Wednesday, December 3, 2014
7 a.m. to 10 a.m.
Lake Williamson Christian Center
Activity Center Room 207
17280 Lakeside Drive
Carlinville, IL 62626

Pana (Christian County)
Wednesday, December 3, 2014
5 p.m. to 8 p.m.
Fraternal Order of Eagles #4109
186 U.S. Highway 51
Pana, IL 62557

Winchester (Scott County)
Thursday, December 4, 2014
7 a.m. to 10 a.m.
Nimrod Funk Building
Scott County Fairground
401 North Walnut Street
Winchester, IL 62694

Carrollton (Greene County)
Thursday, December 4, 2014
5 p.m. to 8 p.m.
Carrollton Knights of Columbus Hall
1 Mile South of Carrollton
U.S. Highway 67
Carrollton, IL 62016

Pittsfield (Pike County)
Friday, December 5, 2014
7 a.m. to 10 a.m.
American Legion Post 152
1302 West Washington Street
Pittsfield, IL 62363

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GRAIN BELT EXPRESS
CLEAN LINE

Advertisement of Public Meetings

In advance of each round of public meetings, notice of the public meetings will be published in one or more newspapers of general circulation within each of the nine counties with potential routes under evaluation. The advertisements will run once a week for three consecutive weeks. A list of the newspaper outlets, counties of circulation and advertisement publication dates for the notices of the first round of public meetings is below.

News Outlet	Study Area Counties of Circulation	Ad Publication Dates
Breeze-Courier	Christian County	Sunday, Nov. 9 Sunday, Nov. 16 Sunday, Nov. 23
Pana News-Palladium	Christian County	Monday, Nov. 10 Monday, Nov. 17 Monday, Nov. 24
The Morrisonville Times	Christian County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Casey Westfield News-Sun	Clark County	Saturday, Nov. 15 Saturday, Nov. 22 Saturday, Nov. 29
Marshall Advocate	Clark County	Tuesday, Nov. 11 Tuesday, Nov. 18 Tuesday, Nov. 25

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Montgomery County Planning Commission Recommendations

Thursday, May 15, 2014

Based on the review of the 2012 Montgomery County Comprehensive Plan, the Planning Commission recommends the following to the County Board:

The Planning Commission encourages that the County Board allocate a percent of income from the coal tax revenue to be put into use for a long term improvement fund.

The Planning Commission encourages that the County Board to update the following items within the Comprehensive Plan:

Utility, Infrastructure and Transportation Goal 3: Encourage the expansion and the availability of affordable high speed internet and cell phone service access to residential, business, and public sector users.

1. Explore opportunities to develop a public-private organization to support and grow affordable high speed internet access opportunities in Montgomery County.
2. Continue to play active role in the Demuzio Broadband Initiative and in other opportunities to increase data transfer capacity.

Land Use Goal 2: Update the County subdivision ordinance.

1. ~~Set-up short-term advisory committee comprised of planning commission members, county board members, county clerk and recorder, engineer and GIS coordinator to development updated County subdivision ordinance.~~
2. ~~Develop long-term schedule for review of subdivision ordinance.~~
3. Designate a County office with responsibility of implementation of scheduled review of subdivision ordinance. Assign duties to the County Highway Engineer for the purpose of review for the subdivision ordinance.

The Planning Commission encourages that the County Board to take action on the following items within the Comprehensive Plan:

Housing Goal 1: Encourage the development and preservation of long-term, affordable housing for low and moderate income residents and for retirement living options.

1. Encourage infill housing development in urban areas to take advantage of existing infrastructure and services.
2. Support C.E.F.S. and the Montgomery County Housing Authority in their efforts to expand the quantity and improve the quality of affordable housing.
3. Promote and support the rehabilitation of existing housing units to create a larger stock of affordable housing.
4. **Have active representation on the Montgomery County Housing Authority Board of Directors.**

5. Work with Montgomery County Housing Authority, C.E.F.S. and other organizations to identify funding opportunities that support and grow more affordable housing options within Montgomery County.
6. Continue to create opportunities to take abandoned properties within Montgomery County and transfer ownership to local governments or other entities in an effort to encourage redevelopment that is consistent with neighboring properties.
7. Provide support and incentives such as tax abatements for development of retirement living communities.

Land Use Goal 1: Establish a land use and growth management program to enable greater control over land use and development.

1. Continue to use the Montgomery County Planning Commission as the lead investigator into the development and implementation of a long-term land use and growth management program.
2. **Create a more effective building permit process for new construction to track residential, commercial and industrial construction and development.**
3. Research feasibility of adopting and enforcing building codes for new construction.
4. Prohibit development in flood plains is prohibited.
5. Decrease flooding and drainage problems by incorporating storm water management practices, such as detention and infiltration, in new development.
6. Consider forming an Agricultural Areas Committee under the Agricultural Areas Conservation and Protection Act (505 ILCS 5/) to protect farmland.

Midland
Institute for Entrepreneurship

CEO
CREATING ENTREPRENEURIAL OPPORTUNITIES

What is CEO?

An investor funded student-led learning class that provides students with the opportunity to become entrepreneurial thinkers. The CEO program:

- Serves students from public and private high schools
- Meets for 90 minutes each day
- Provides 2 high school credits
- Utilizes area businesses as classrooms
- Visits dozens of area businesses each year
- Hosts 50-60 guest speakers
- Emphasizes 21st Century learning skills
- Provides the opportunity for each student to start their own business
- Provides a mentor from the business community for each student
- Hosts an annual trade show to showcase student businesses

By the Numbers:

- 25 = number of established CEO classes expected by Fall 2015
- 3 = current states where CEO classes are held (Illinois, Indiana, and Minnesota)
- 214 = total number of students in CEO classes this year
- 3 = years each investor commits to supporting CEO

Illinois Classes:

- Effingham County
- Sangamon County
- Jasper County
- Sauk Valley Area (Sterling)
- Granite City
- Jackson County
- Perry County
- Williamson County
- Hancock County
- Saline County
- Logan County
- Randolph County
- Christian County
- Lawrence County
- Scott & Morgan Counties
- Crawford County

Student Testimonials

"Before CEO, I did not consider entrepreneurship as a possible career. I can point to few other experiences in my life that have had such a permanent and meaningful impact on my future."

"I think differently; I act differently; I feel differently. I have never been so driven in a class before, and that's saying something. This class constantly inspires me."

"I've gained so much knowledge beyond just a business sense. I've learned things that everyone needs to know to be successful in life."

"The things we're learning in this class should be incorporated into and available to every school in America."

"CEO students don't fear failure. We're outside the box thinkers, and we are the future of our communities."

Learn More

- midlandinstitute.com
- effinghamceo.com
- kceo.biz
- sangamonceo.com

Contact Information:

Liz Roepke – Community Liaison

Phone: 217-690-9282

Email: roepkeelizabeth@gmail.com

Susan Hanfland – Education Liaison

Phone: 217-254-3626

Email: consultsusanh@gmail.com

Craig Lindvahl – Executive Director

Phone: 217-343-1614

Email: clindvahl@effinghamceo.com

RESOLUTION

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

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

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-429-007

As described in certificates(s) : 2010-00270 sold October 2011

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

WHEREAS, Bill Vincent, has bid $851.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $341.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $851.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $341.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call vote~~ this 12th day of November, 2014

ATTEST:

Sandy Lotherson
CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION

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

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

BUTLER GROVE TOWNSHIP

PERMANENT PARCEL NUMBER: 11-28-227-006

As described in certificates(s) : 2010-00014 sold October 2011

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

WHEREAS, Kevin Davidson, has bid $1,650.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $1,140.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,650.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $1,140.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 12th day of November, 2014

ATTEST:

Sandy Lutherson
CLERK

COUNTY BOARD CHAIRMAN

10-14-003

RESOLUTION

0914041G

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

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

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-459-001

As described in certificates(s) : 2010-00152 sold October 2011

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

WHEREAS, A.M. Plumbing, has bid $1,001.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $491.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,001.50.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $491.50 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 12th day of November, 2014

ATTEST:

Sandy Lytherson
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-14-003

10-14-004

RESOLUTION

0914042G

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

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

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-481-003

As described in certificates(s) : 2010-00154 sold October 2011

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

WHEREAS, Mark Fenske, has bid $1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $490.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $490.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 12th day of November, 2014

ATTEST:

Sandy Lotherson
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-14-004

10-14-005

RESOLUTION

0914043G

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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-05-102-007

As described in certificates(s) : INHERITED DEED sold January 1

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

WHEREAS, RT. 16 Grain Co-Op, has bid $2,500.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $1,830.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $2,500.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $1,830.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 12th day of November, 2014

ATTEST:

Sandy Leatherman
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-14-005

RESOLUTION

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

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

GRISHAM TOWNSHIP

PERMANENT PARCEL NUMBER: 20-22-384-004

As described in certificates(s) : 2010-00064 sold October 2011

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

WHEREAS, Paul E. McCario, has bid $830.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $320.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $830.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $320.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 12th day of November, 2014

ATTEST:

Sandy Leatherson
CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION 14-6

TO ADOPT FISCAL YEAR 2015 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 2014, that the attached Financial Appropriation Ordinance for Fiscal Year 2015 which commences December 1, 2014, and ends November 30, 2015, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Twenty-two Million, Five Hundred Forty-one Thousand, Nine Hundred Seventy-four Dollars and No Cents ($22,541,974.00).

APPROVED and ADOPTED this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

AYES: 16

NAYES: 4

PRESENT: 20

ABSENT: 1

RESOLUTION 14-7

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 2014, after having ascertained the sum of Eight Hundred Forty-two Thousand, Four Hundred Dollars and No Cents ($842,400.00) 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 Eight Hundred Forty-two Thousand, Four Hundred Dollars and No Cents ($842,400.00) 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 Eight Hundred Forty-two Thousand, Four Hundred Dollars and No Cents ($842,400.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 14- 8

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 2014, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Four Hundred Sixteen Thousand Dollars and No Cents ($416,000.00) 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 Four Hundred Sixteen Thousand Dollars and No Cents ($416,000.00) 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 Four Hundred Sixteen Thousand Dollars and No Cents ($416,000.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 9

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of One Million, Forty-nine Thousand, Five Hundred Dollars and No Cents ($1,049,500.00) 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 2014, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of One Million, Forty-nine Thousand, Five Hundred Dollars and No Cents ($1,049,500.00) 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 One Million, Forty-nine Thousand, Five Hundred Dollars and No Cents ($1,049,500.00). 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 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY SANDY LEITHEISER

RESOLUTION 14- 10

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 2014, 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 Five Hundred Eighty Thousand, Nine Hundred Thirty-two Dollars and No Cents ($580,932.00) 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 Five Hundred Eighty Thousand, Nine Hundred Thirty-two Dollars and No Cents ($580,932.00). 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-11

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 2015 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 2014, 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 Four Hundred Eighty-six Thousand, Three Hundred Seventy-five Dollars and No Cents ($486,375.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-12

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 2014 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-13

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 Four Hundred Sixteen Thousand Dollars and No Cents ($416,000.00) 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.....$416,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2014 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 Four Hundred Sixteen Thousand Dollars and No Cents ($416,000.00), 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 Four Hundred Sixteen Thousand Dollars and No Cents ($416,000.00), 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 14

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 2014, 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 Two Hundred Eight Thousand Dollars and No Cents ($208,000.00) 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 Two Hundred Eight Thousand Dollars and No Cents ($208,000.00). 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 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 15

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 Two Hundred Eight Thousand Dollars and No Cents ($208,000.00) 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 2014, 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.....$208,000.00

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 Two Hundred Eight Thousand Dollars and No Cents ($208,000.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-16

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 2015 is the sum of $181,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Eighty-one Thousand Dollars and No Cents ($181,000.00) 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 $181,000.00, 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 this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 17

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 2015 is the sum of $85,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of Eighty-five Thousand Dollars and No Cents ($85,000.00) 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 $85,000.00, 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 this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 18

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 2015 is the sum of $150,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) 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 $150,000.00, 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 this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 19

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 2015 is the sum of $50,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Fifty Thousand Dollars and No Cents ($50,000.00) 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 $50,000.00, 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 this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 20

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 2015 is the sum of $72,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Seventy-two Thousand Dollars and No Cents ($72,000.00) 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 $72,000.00, 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 this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-21

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 2015; 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: $154,910.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2014, after having ascertained the sum of One Hundred Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents ($154,910.00) 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 Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents ($154,910.00) 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 Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents ($154,910.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-22

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: $104,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2014, after having ascertained the sum of One Hundred Four Thousand Dollars and No Cents ($104,000.00) 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 One Hundred Four Thousand Dollars and No Cents ($104,000.00) 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 One Hundred Four Thousand Dollars and No Cents ($104,000.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-23

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 2014, after having ascertained the sum of Seventy-nine Thousand, Six Hundred Dollars and No Cents ($79,600.00) 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 Seventy-nine Thousand, Six Hundred Dollars and No Cents ($79,600.00) 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-nine Thousand, Six Hundred Dollars and No Cents ($79,600.00) 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, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-24

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 2014, that the following salaries for the Fiscal Year 2015 beginning December 1, 2014, and ending November 30, 2015, are set for the following:

SUPERVISOR OF ASSESSMENTS	$ 56,429.00
PROBATION OFFICER	$ 60,242.00
ASSISTANT PROBATION OFFICERS	$172,659.00

APPROVED and ADOPTED this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 25 BOOK 14 PAGE 142

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 counties 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 counties 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 2015, 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 2014, this 12th day of November 2014, 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 Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

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 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 2015, commencing December 1, 2014, and ending November 30, 2015, by hereby appropriating the sum of $12,000 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 2015.

APPROVED and ADOPTED this 12th day of November, 2014.

CHAIRMAN ROY HERTEL

ATTEST:

COUNTY CLERK SANDY LEITHEISER

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-10

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1121 B-CA Burg Road	Montgomery County	100 %	$10,000.00
		%	
	TOTAL =	100 %	$ 10,000.00

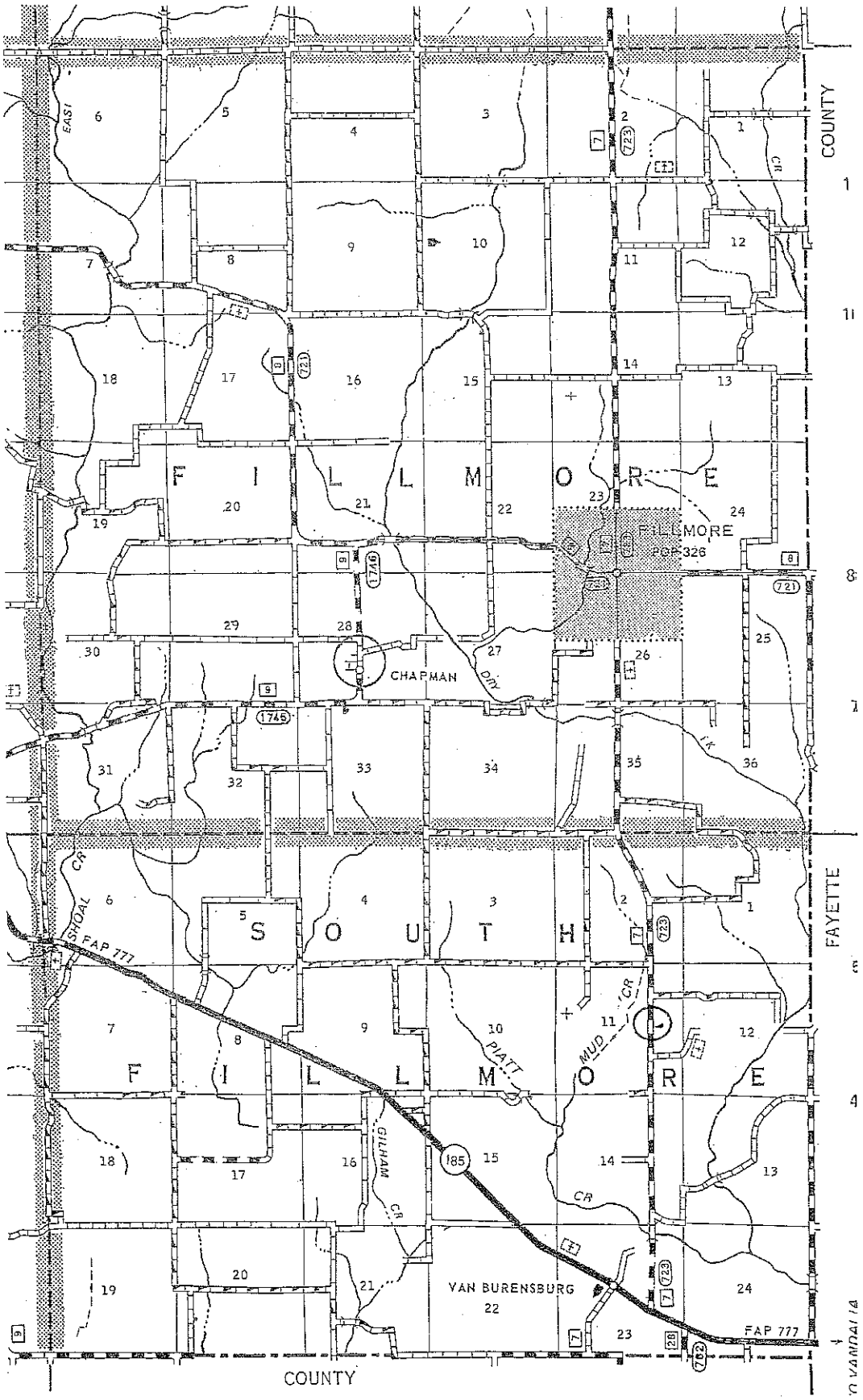
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 12th day of November, 2014.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

BOOK 14 PAGE 145



1121 B-CH, Dung Road

BOOK 14 PAGE 146

Montgomery County Highway Department
Resolution #2014-11

Illinois Department of Transportation

County Maintenance Resolution

RESOLVED, by the County board of Montgomery County, that $1,000,000.00 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 December 1, 2014 and ending November 30, 2015, 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.

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, 2014 meeting held at Hillsboro, Illinois on November 12, 2014
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, Illinois in said County, this 12th day of November A.D. 2014

(SEAL) Sandy Leitheiser County Clerk

Approved

Regional Engineer
Department of Transportation

Date

Printed 11/3/2014

BLR 14220 (Rev. 07/15/13)

DRAFT

ROAD USE AGREEMENT
(Montgomery County Highway System)

This ROAD USE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2014 by and among the County of Montgomery, Illinois, a body politic acting by and through its Chairman of the Board (the "County" or "County Engineer" as a representative of the Board), and Dakota Access, LLC ("Dakota Access"). Dakota Access and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Dakota Access Representative(s)" shall include the Dakota Access' contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, Dakota Access intends to construct a petroleum pipeline and other ancillary facilities (the "Dakota Access Pipeline Project" or "Project") in and across portions of Montgomery County, Illinois, and

WHEREAS, in connection with the construction of the Project, the County desires to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Highways") over which it will be necessary for Dakota Access and Dakota Access' Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Highways, which may in certain cases be in excess of the design limits of the County Highways; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Highways; (iii) widen certain County Highways and make certain modifications and improvements (both temporary and permanent) to such County Highways (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place pipe for the Project adjacent to, or under certain County Highways, and

WHEREAS, under 605 ILCS 5/5 et seq. the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County Highways by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County Highways, and

WHEREAS 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Dakota Access and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Dakota Access has provided to the County Engineer of Montgomery County an alignment plan for the Project that shows the pipeline route, road crossings , and construction access roads, a copy of which is attached as the Principal Road Use Schedule (Exhibit A), and

WHEREAS, Dakota Access and the County of Montgomery, Illinois wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Highways outlined on the Principal Road Use Schedule (Exhibit A) and, subject to Section 3D herein, used by Dakota Access, or Dakota Access's Representative(s) in direct support of the construction and operation of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Dakota Access agrees to undertake the following activities in accordance with the terms of this Agreement:

A. Pay a sum of Eight Thousand Dollars ($8,000.00) to the County Highway Department for costs directly associated with the management and implementation of this Agreement. Said payment shall be made directly to the County Highway Department within 21 days of the signing of this document. Such payment shall be made, at Dakota Access's discretion, by check or wire transfer.

B. Provide contact information for the Dakota Access Construction Manager, a Dakota Access Field Engineer who will be stationed no farther than two (2) hours away from the County, and the Dakota Access Permit Manager.

1) (Construction Manager). Email: . Mobile:
2) (Field Engineer). Email: . Mobile:
3) (Permit Manager). Email :. Phone:

C. Provide as much advance notice as is reasonable to the County Engineer in advance of all "Super Load" moves and equipment crossings for separate review and permitting. At minimum, a load is considered a "Super Load" if ONE of the following is true:

- WIDTH is greater than 14'-06"
- LENGTH is greater than 145'-0"
- HEIGHT is greater than 15'-0"
- WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

D. Transport the pipe segments and other oversize loads so as to minimize adverse impact on the local traffic.

E. Provide as much advance notice as is commercially reasonable to obtain approval of the County Highway Department when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, Dakota Access or Dakota Access's Representative(s) will provide 48 hours notice to the extent reasonably practicable.

F. Notify all relevant parties identified under Section 4 of any temporary road closures.

G. Sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with Chapter 430 of the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.

H. Sign or mark all truck routes, roads and highways approved on the Principal Road Use Schedule (Exhibit A) for use by Dakota Access or Dakota Access's Representative(s) for the movement of pipe segments and other oversize loads or equipment.

I. Keep all County Highways used by Dakota Access or Dakota Access's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked material, garbage, obstructions or other hazards, upon notice and within a reasonable time period.

J. Prohibit the use of County Highway right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives and designees.

K. Make the necessary improvements for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Dakota Access or Dakota Access's Representative(s) and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved.

L. Pay for the cost of all repairs to all County Highways that are damaged by Dakota Access or Dakota Access's Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory.

M. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on County Highways damaged as a direct result of Dakota Access or Dakota Access's Representative(s) use as directed by the County. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.

N. Acknowledge that the estimates for road repairs or restorations are good faith estimates provided by Montgomery County or an approved consultant, but the final actual costs may vary.

O. Provide a single Surety Bond in accordance with Section 6 for the purposes of road repair or restoration.

P. Anywhere this Agreement obligates Dakota Access to make a payment, except as called for in Section 1.A., said payment shall be made directly to the County Highway Department within 21 days of receipt of an invoice, containing such detail as Dakota Access may reasonably request, from County Highway Department. Such payments shall be made, at Dakota Access's discretion, by check or wire transfer of immediately available funds.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

A. Consent to the use of the County Highway's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the County. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Dakota Access or Dakota Access's Representative(s) from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.

B. Review for approval all equipment crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.

C. Issue master overweight and oversize permits for County Highways in a timely manner for the roads scheduled on the Principal Road Use Schedule (Exhibit A) upon the filing of such applications on behalf of Dakota Access or Dakota Access's Representative(s) and concurrent with any an applicable Illinois Department of Transportation OS/OW Permit(s).

Issue permits during the spring posting period, between January 15th and April 15th when conditions warrant.

Issue individual "Super Load" permits and provide recommended routing information for those loads based on timely information provided by Dakota Access or Dakota Access's Representative(s). At minimum, a load is considered a "Super Load" if ONE of the following is true:

- WIDTH is greater than 14'-06"
- LENGTH is greater than 145'-0"
- HEIGHT is greater than 15'-0"
- WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

D. Coordinate with Dakota Access and Dakota Access's Representative(s) so as to minimize the impact of their use of the County Highway system.

E. Perform all routine maintenance on the County Highways used as access roads for the construction of the pipeline in accordance with Section 5 of this Agreement.

F. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.

G. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.

H. Authorize the County Engineer to agree on behalf of the County of Montgomery to revisions to the Principal Road Use Schedule (Exhibit A) and to determine appropriate improvements.

Section 3. Road Inventory

A. Pre-Construction Inventory

Dakota Access, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the County Highways listed in the Principal Road Use Schedule (Exhibit A)' prior to use by Dakota Access or Dakota Access's Representative(s). Dakota Access shall provide notice to County of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in the Principal Road Use Schedule (Exhibit A) shall be videotaped and if necessary photographs may be taken. In addition, the County will provide Dakota Access or Dakota Access's Representative(s) copies of any plans, cross-sections and specifications relevant to the existing road structure, if requested. The survey company(s) shall provide a network level analysis of the condition of the roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the pipeline construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Dakota Access shall provide to the County a copy of the final report describing the road inventory within ten (10) days of receiving the report. For any drainage structures on the proposed routes that the County reasonably determines may not carry the loads proposed by the Dakota Access or Dakota Access's Representative(s), the County shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Dakota Access or Dakota Access's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Dakota Access or Dakota Access's Representative(s) may propose a plan to strengthen the structure. The County will then furnish Dakota Access or Dakota Access's Representative(s) with all available plans. Should Dakota Access or Dakota Access's Representative(s) present a plan to strengthen a structure; the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable costs incurred by the County for these services shall be paid by Dakota Access.

Copies of all pre-construction documentation shall be provided to each of the Parties.

B. Post-Construction Inventory

Upon completion of construction of the Project, Dakota Access will perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition, and any inability to resolve any disputes shall be determined by the dispute resolution procedure in Section 6.E. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid for by Dakota Access.

C. Routing and Access Approval

As soon as practical and as necessary throughout the construction of the Project, Dakota Access or Dakota Access's Representative(s) and the County shall meet and by mutual agreement revise the Principal Road Use Schedule (Exhibit A) in so far as it affects the County Highways and make it more definitive.

D. Revisions

As the Principal Road Use Schedule (Exhibit A) is revised and roads are added or removed by mutual agreement of Dakota Access and County Highway Engineer or it's designate, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit A using the same methodology as was used to establish the improvement descriptions included in Exhibit A.

E. Incidental/Accidental Use

(1) The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Use Schedule (Exhibit A). Repairs for damage caused by Dakota Access or Dakota Access's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 6.C. of this Agreement.

(2) The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in Exhibit A and shall not use any other County Highways or local roads other than those so designated. Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Dakota Access or Dakota Access Representative(s) uses a non-designated County Highway or local road, then the County in the reasonable discretion of the County Engineer, may give written notice to Dakota Access of the time and

place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the County Engineer may impose a fine of $500.00 per occurrence on Dakota Access to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection (2), the County shall issue a warning to the operator of the offending vehicle, with a copy provided to Dakota Access.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction, Dakota Access and Dakota Access Representative(s) shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Dakota Access will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Dakota Access shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the County Highway Department.

B. With the County:

During construction, the County, Dakota Access and Dakota Access's Representative(s) may meet weekly to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement which may be reflected as changes to the construction plans and/or the Principal Road Use Schedule (Exhibit A).

Section 5. Upgrades and Maintenance of the County Highways

A. Upon mutual agreement between the parties, in order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades may be required on certain roads as described below, the cost of which shall be paid by Dakota Access.

See the Principal Road Use Schedule (Exhibit A), as amended from time to time.

B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, dust control, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Montgomery County Highway Department. If repairs or maintenance, other than daily

routine maintenance, are deemed necessary by mutual agreement of the parties because of activity of Dakota Access or Dakota Access's Representative(s), the County will invoice Dakota Access for such cost and Dakota Access shall make payment to the County therefore.

Section 6. Surety Bond

Dakota Access shall provide to County a financial security in the form of a Surety Bond in the amount of One Million Dollars ($1,000,000.00) which the County may draw against in the event and only to the extent that Dakota Access fails to pay for the upgrade, repair and/or restoration expenses of the County Highways in accordance with the terms of this Agreement. The Surety Bond shall be issued by a bank or other financial entity with a rating of AA or better and in such form as is reasonably acceptable to the County.

A. The Surety Bond shall remain in place from a date thirty (30) days prior to the initiation of the Project, including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement until a date two years after the completion of the Project in the County, or the effective date of a full settlement and release of road issues executed by the County and Dakota Access, whichever is earlier. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for the surrender of the Surety Bond when Dakota Access is no longer required to provide the Surety Bond pursuant to the terms hereof, or the terms of the Surety Bond.

For so long as Dakota Access is required to maintain the Surety Bond pursuant to the terms hereof, in the event that, pursuant to the terms of such Surety Bond, the County shall be entitled to draw down the full outstanding amount of such Surety Bond as a result of Dakota Access's failure or default to upgrade, repair or restore the County Highways in accordance with the terms of this Agreement. The County shall not make any claim on said Surety Bond until sixty (60) days after the mailing of a written notice to Dakota Access specifying a default hereunder by Dakota Access, during which sixty (60) days Dakota Access may cure such default.

B. The Surety Bond Agreement shall set forth, among other things, the disbursement procedures for the Surety Bond and shall include:

1. For the preconstruction improvements to County Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:

a. The Dakota Access shall notify the County of the work to be done and submit plans for approval prior to the construction of the improvements.

b. The work shall be performed by or contract shall be let by Dakota Access.

c. The County reserves the right to inspect the improvements during construction and to allow the improvements to remain or to have the improvements removed and the area restored to its preconstruction condition, at no cost to the County.

2. For damage during construction to the roads listed on the Principal Road Use Summary (Exhibit A), as amended from time to time and those roads damaged by incidental or accidental use:

a. Upon notification by the County, Dakota Access or Dakota Access Representative(s) shall make all temporary road repairs necessitated by Dakota Access's activities at Dakota Access's cost.

b. The work necessary to temporarily repair and reopen the County Highway to traffic shall be performed by Dakota Access or its duly obligated contractor within 3 days of notification of the work to be done.

c. Should Dakota Access or its duly obligated contractor fail to complete the temporary repair within the given time period, the temporary repair work shall be performed by the County. Payment for such work shall be made by Dakota Access.

d. Final repairs to County Highways shall be completed as described in Section 6.C.3.

3. For the post construction final repairs or restoration of County Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:

a. The County shall notify Dakota Access in writing of the work to be done based upon the pre- and post construction inspections of the County Highways in order to return the County Highways to their preconstruction condition.

b. The County shall prepare and provide a reasonable estimate of cost for the work to be completed.

c. Payment for the repairs and restoration shall be made by Dakota Access in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs incurred by the County. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the County. The cost percentages shall be those approved by the Illinois Department of Transportation for the County.

d. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the County shall provide Dakota Access with a Release of Claims in connection with Dakota Access's obligations pursuant to this Agreement. The County reserves the right to have such Release of Claims be provided on a system wide or individual unit basis.

e. Upon receipt of the necessary funds to complete the final repairs or restoration, the final repair or restoration work shall be completed at the discretion of the County.

C. Emergency Repairs.

Notwithstanding the foregoing, in the event Dakota Access or Dakota Access's Representative(s) are reasonably believed by the County to have caused damage to County Highways of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's reasonable opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Dakota Access. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Dakota Access. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Dakota Access, the County will reimburse Dakota Access for amounts to fund the repair, if any.

D. Procedure and Dispute Resolution

a. The County shall notify Dakota Access of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion or the work.

b. If Dakota Access agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from Dakota Access.

c. Should a disagreement exist as to the:

- The extent of the damage done to a County Highway based upon the pre- and post construction inspections of the County Highways;
- The method, procedure or design used for the preparation of an estimate of a final repair or restoration of a County Highway;
- Estimate of Cost plus fees for a final repair or restoration of a County Highway;

the County and Dakota Access will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute; the Parties shall select a qualified independent third party road engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third party engineer, and the three engineers shall provide to the Parties a proposed solution. The cost of the engineer(s) shall be borne equally by the Parties.

d. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the County Highway and shall recover its costs from Dakota Access or the Surety Bond as described in Section 6.C.3.

e. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by the County.

If the appropriateness of the County action is ultimately determined to be justified either by agreement or adjudication, Dakota Access shall promptly, in the form of direct monetary compensation, reimburse the County for its expenses relating to the final repair or restoration of the County Highway, if those expenses were paid directly by the County.

f. For the purposes of temporary or emergency repairs, the County charges shall be based on County maintained time and material cost records, which shall be made available to Dakota Access for review. County billing rates for labor shall be those established by the County and in regards to equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Highway Administration.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions

A. Indemnification by Dakota Access. Dakota Access hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by Dakota Access or Dakota Access's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Dakota Access hereby releases the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by Dakota Access, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.

B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless Dakota Access and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Dakota Access Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Dakota Access Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Dakota Access Releasees and agrees to indemnify and hold harmless the Dakota Access Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

C. Limitations of Liability. In no event shall Dakota Access or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

D. Required Insurance. Dakota Access shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance (Exhibit B, Dakota Access Certificate of Liability Insurance):

a. Workers Compensation Insurance covering all employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being executed;

b. Automobile Liability Insurance covering all motor vehicles, owned, operated and/or licensed or leased by Dakota Access and engaged in executing the Project. Limits of liability shall not be less than two million dollars ($2,000,000) for the accidental injury to or death of one or more persons, or damage to or destruction of property as a result of one accident; and,

c. Commercial General Liability Insurance with minimum limits of Ten million dollars ($10,000,000) per occurrence. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employer's liability, products and completed operations and contractual liability. Dakota Access shall request its insurers add the County of Montgomery, Illinois, its Board, officers and employees as additional insureds to the Commercial General Liability policy in this section 7(D)(c).

General Provisions Applicable to the Foregoing Insurance Requirements:

i. Dakota Access may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
ii. Evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on the roads listed on the Principal Road Use Schedule (Exhibit A).

Section 8. Miscellaneous

A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to

enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

B. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

C. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.

D. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Dakota Access: _____

County: Montgomery County Board
c/o Montgomery County Clerk
P.O. Box 595
Hillsboro, IL 62049
Phone: 217-532-9530 FAX: 217-532-9581
email: sandyleitheiser@hotmail.com

With a copy to: Montgomery County Engineer
1215 Seymour Avenue
Hillsboro, Illinois 62049
Phone: 217-532-6109 FAX: 217-532-6642
email: montgomerycoeng@gmail.com

E. This Agreement may not be assigned without the written consent of the other Party.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.

H. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors material suppliers, vendors, employees, respective transport providers and designees.

I. Termination. Dakota Access shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Surety Bond shall remain in place as follows, rather than the date specified in Section 6B of this Agreement.

In the event such termination occurs prior to "the initiation of any work on the Project", including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement, then notwithstanding anything herein to the contrary the Surety Bond, and 95 % of the sum paid to the County Highway Department for costs directly associated with the management and implementation of this Agreement shall be returned to Dakota Access and Dakota Access shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the Project", the Surety Bond shall remain in place until a date two years after the date on which Dakota Access's construction activities have ceased.

This agreement shall remain in place until a date two years after the completion of the Project. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into commercial operation or service.

J. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral. Dakota Access hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Dakota Access, LLC. The Montgomery County Clerk hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

K. Illinois Prevailing Wage Act. With regard to any work performed on County Highways in connection with the construction of the Project, Dakota Access and Dakota Access Representative(s) shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS130/0.0/et seq. The parties agree that certification by Dakota Access' Management that wages are paid in accordance with the Illinois Prevailing Wage Act shall be acceptable to the County unless otherwise required by Illinois State Statute.

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

Executed by the County of Montgomery:

The County of Montgomery of the
State of Illinois, acting by and through its County Board

ATTEST:

By _____

Sandy Leitheiser, Montgomery County Clerk

By Roy Hertel

Chairman, Montgomery County Board

(Seal)

Executed by Dakota Access, LLC:

By _____

Title _____

Montgomery County Board

Holiday Schedule for Year 2015

January 1, 2015	New Year's Day	Thursday
January 19, 2015	Martin Luther King Jr. Day	Monday
February 16, 2015	President's Day	Monday
April 3, 2015	Good Friday	Friday
May 25, 2015	Memorial Day	Monday
July 3, 2015	Independence Day (Observed)	Friday
September 7, 2015	Labor Day	Monday
October 12, 2015	Columbus Day	Monday
November 11, 2015	Veteran's Day	Wednesday
November 26, 2015	Thanksgiving Day	Thursday
November 27, 2015	Day after Thanksgiving	Friday
December 25, 2015	Christmas Day	Friday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

11/12, 2014

Chairman, Roy Hertel — Date 11/12/14

County Clerk, Sandy Leitheiser — Date 11/12/14

Thank you very much for this opportunity to continue as the Chairman of the Board.

Thanks to Christine, Lorraine, and Sandy for getting everything ready for today. Sandy and Mary for their part in this.

Recognize Nanci…..

To Jim Sandy, Ron, Julie and Judge Roberts our congratulations on your reelection or election.

Marchelle

To the three new members of the Board, Tim Hopper, Evan Young, and Bill Bergen along with Bob Sneed, Mike Plunkett, Megan Beeler, Joe Gasparich, Earlene Robinson, Ron Deabenderfer, and Jay Martin we congratulate you on your election or reelection to the Board. If I am not mistaken we have eleven members with two years or less on the board.

I would like to introduce our two State Officials Representative Wayne Rosenthal and Senator Andy Manar.

Two years ago I read a Quote from Margaret Meade that a small group of committed people can change

many things. In the last two years we have worked to gether to do that.
We have reduced the General Fund budget this year over last year by $252,000.00 and balanced the total County budget with a $210,000.00 surplus.

Divided the Coal money into three funds, Reserve, Operating, and Long Range Planning with a $4.2 million in the reserve fund as we speak.

Worked to negotiate fair and equitable contracts for the Unions and the County. Changing the negotiating process to save money.

Made the decision to use some of the Long range coal money for infrastructure, economic development, improving some of our roads, and maintaining the facilities we have.

Helped convince the State to fix part of the frontage road to Waggoner

Consolidated the cell phone and copy machine bills

Purchased an online land record data system with a no cost access to the public.

Helped facilitate the aquqcition of $5 milllion dollars to start the clean up of the Eagle Zinc property. Just to mention a few of the things we have done

But, with all of that our work is not done:

We need to continue to find ways to cut the General Fund budget that does not compromise our services to the public.

Also to help businesses create jobs to increase our revenues from sales taxes, income taxes, and motor fuel taxes, while not increasing the property taxes.

Support the CEO program that will help many of our Junior and Seniors from all of our High Schools be prepared to open their own businesses or step in and help run an existing business.

Encourage businesses that are already here to expand.

Continue to use the part of the money from the Coal Royalaties set aside for long range planning to improve our roads, bridges, facilities and communities.

Work to it interconnect all of our communities to a clean water source if a disaster or other problem causes them to lose their water supply.

And many more.

Henry Ford once said: Coming together is a beginning, keeping together is progress, and working together is success.

Today is the beginning, tomorrow and in the future we need to make progress, and two years from now if we have worked together we will measure our success.

I look forward to working with all of you and we look forward to working with our elected and appointed officials to make this a great two years for the citizens of Montgomery County.

Revised 12/4/14

2015 -- County Board Meeting Dates

Meetings	Meeting day (Rule of Thumb)	Time:	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Full Board	2nd Tuesday	8:30 AM	13	10	10	14	12	9	14	11	8	13	10	8
Building & Grounds	Friday before Full Board	8:30 AM	9	6	6	10	8	5	10	7	4	9	6	4
Coordinating	Last Tuesday of Month	5:30 PM	27	24	31	28	26	30	28	25	29	27	24	29
Economic Development	Last Wednesday of Month	5:30 PM	28	25	Apr. 1	29	27	Jul. 1	29	26	30	28	18	30
EMA/Ambulance	1st Monday of the Month	8:30 AM	5	2	2	6	4	1	6	3	Aug. 31	5	2	Nov. 30
Finance	Thursday before Full Bd.	8:30 AM	8	5	5	9	7	4	9	6	3	8	5	3
H. W. E.	Tuesday before Full Bd.	8:30 AM	6	3	3	7	5	2	7	4	1	6	3	1
Personnel	Last Thursday of Month	8:30 AM	29	26	26	30	28	25	30	27	24	29	19	31
Road & Bridge	Wed. before Full Board	8:30 AM	7	4	4	8	6	3	8	5	2	7	4	2
HOLIDAYS	County Offices Closed	ALL DAY	1,19	16		3	25		3		7	12	11, 26,27	25
Organization	Meeting Frequency	Time:	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
911 Board	3rd Tuesday - Quarterly	6:45 PM	20	x	x	21	x	x	21	x	x	20	x	x
CEFS Board	1st Thursday	7:00 PM	8	5	5	2	7	4	2	6	3	1	5	3
CIEDA	To be announced													
Health Dept. Board	3rd Tuesday - Quarterly	7:00 PM	20	x	x	21	x	x	21	x	x	20	x	x
IL Assoc. of Co. Officials	Conferences	TBA	x	x	x	27-29	x	x	x	x	x	x	22-24	x
MCEDC	To be announced	4:15 PM												
Montgomery Cty. Water	4th Monday	7:00 PM	26	23	23	27	18	22	27	24	28	26	23	28
Planning Commission	To be announced	5:30 PM												
Senior Citizens Board	3rd Monday	1:30 PM	12	9	16	20	18	15	20	17	21	19	16	21
U of I Extension Service	2nd Thurs.- 4 times/locations	7:00 PM	x	x	12	x	x	11	x	x	x	8	x	10
UCCI	4th Monday	9:30 AM	26	23	24-25	27	18	22	20-21	24	28	16-17	16	x
VAC Board	1st Monday	7:00 PM	5	2	2	6	4	1	6	3	14	5	2	7
Wellness Committee	To be announced													
West Central Dev Council	3rd Thursday - Bi-monthly	6:15 PM	x	19	x	16	x	18	x	20	x	TBA	x	x
Workforce Investment Bd.	4th Thurs. - Bi-monthly	6:15 PM	22	x	26	x	28	X	23	x	24	x	TBA	x

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14-171

Municipality Montgomery County Highway Dpt.	LOCAL AGENCY	Illinois Department of Transportation **Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**	CONSULTANT	Name Hurst-Rosche Engineers, Inc.
Township Walshville				Address 1400 E. Tremont St.
County Montgomery				City Hillsboro
Section				State Illinois

THIS AGREEMENT is made and entered into this 9th day of December, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name N. 3rd Ave. over East Branch Lake Fork

Route TR 429 Length 0.03 Mi. 160 FT (Structure No. 068-3278(E))

Termini

Description:

PPC Deck Beam Replacement. This agreement includes Addendum #1, referencing "The LA Agrees, 1".

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans

   b. ☒ Make stream and flood plain hydraulic surveys ~~and gather high water data, and flood histories~~ for the preparation of detailed bridge plans.

   ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

   e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, ~~and/or Channel Change sketch~~, ~~Utility plan and locations, and Railroad Crossing work agreements~~.

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

   g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

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

Note: Four copies to be submitted to the Regional Engineer

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

hat payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 171 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required ursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will ay the ENGINEER for such changes on the basis of actual cost plus 171 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

hat if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

Montgomery County Highway Department of the
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

By [signature]

Title Mont. Co. Board Chairman

ATTEST:

By Sandy Lutherson

Montgomery County Clerk
(Seal)

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

Hillsboro, IL 62049

By [signature]

Ruben V. Boehler, PE, SE

Title Structural Engineer

ATTEST:

By [signature]

David H. Kimmle, PE

Title Treasurer

Approved

Date

Department of Transportation

Regional Engineer

ADDENDUM #1

Replace paragraph 1. Of "The LA Agrees" in its entirety with:

1. **To pay the ENGINEER as compensation for all services as stipulated in paragraphs 1,2,3,5 and 6 of the ENGINEER AGREES section in accordance with the following fee schedule, invoiced hourly not to exceed $30,500.**

Hurst-Rosche Engineers, Inc.
Fee Schedule, effective January 1, 2014

CLASSIFICATION	HOURLY RATE*
Engineer IV	144.00
Engineer III	121.00
Engineer II	100.00
[illegible]neer I	83.00
Architect IV	140.00
Architect III	103.00
Architect II	80.00
Architect I	67.00
Land Surveyor IV	120.00
Land Surveyor III	90.00
Land Surveyor II	76.00
Survey Tech I	45.00
Engineering Technician VI	108.00
Engineering Technician V	93.00
[illegible]ineering Technician IV	84.00
[illegible]gineering Technician III	69.00
Engineering Technician II	65.00
Engineering Technician I	52.00
CADD Technician IV	77.00
CADD Technician III	58.00
CADD Technician II	57.00
CADD Technician I	43.00
Clerical	48.00

Project-related travel is $0.48 per mile. All other direct charges included a 15% handling fee.
* The hourly rate includes payroll burden, fringe benefits, overhead and profit. Fee Schedule revised every January

Worker Classifications: (12-9-14)

All employees contribute different skills and experience to the workplace. Duties and work schedules may vary by employee. The County reserves the right to change this policy manual, including the employee classifications listed below, at its discretion and without notice. Please note that none of the classifications change the at-will relationship the County has with its employees.

Exempt (Salaried) Full-time Employees. This classification includes all elected officials and department heads appointed by the County Board and may include professional, supervisory or administrative personnel. Exempt employees are exempt from the overtime provisions of the Fair Labor Standards Act. Exempt employees are compensated for the performance of a job rather than by the hours worked and, therefore, are not paid overtime for time worked in excess of 40 hours per week. Reasonable overtime can be normal and expected for exempt positions. Exempt employees are paid at a fixed salary rate with the expectation that the workload will dictate the number of hours worked with the work week defined, for the purposes of IMRF, as 40 hours. A current list of exempt employee positions is listed at the end of this section.

Non-Exempt (Hourly) Full-time Employees. Those employees scheduled to work a minimum of thirty-five (35) hours per work week on a continuous basis. Non-exempt full-time employees are eligible for overtime pay.

Non-Exempt (Hourly) Part-time Employees. Those employees scheduled to work less than thirty-five (35) hours per work week on a continuous basis.

Special Assignment/Temporary Professionals. Professionals and those employees hired for a specific project for a limited period of time and may include those hired to fill in for summer vacations, illnesses, as well as jobs established for a specific period of time or for the duration of a specific assignment. Such employees are hired with the understanding that their employment is to terminate upon completion of the project or at the end of the time period. These positions may be either full-time or part-time as determined by the requirements of the job. Special assignment/temporary professionals are not eligible for benefits.

Special Assignment/Temporary Nonprofessional. Nonprofessional special assignment/temporary positions are like the special assignment/temporary professional positions except that nonprofessionals are entitled to overtime but not to benefits.

Volunteers. Those individuals who accept, on an unpaid basis, various work assignments for any department. These individuals receive no wages or benefits and may be subject to a background check, depending on the assignment.

Montgomery County Exempt Positions (as of January 2014)

Superintendent of Buildings and Grounds
Supervisor of Assessments
Information Systems Manager
Assistant State's Attorney
Chief Probation Officer
Under Sheriff
Sheriff Department Chief Deputy
Jail Administrator
Captain of Communication Division

EMA Director
Public Defender
County Board Administrator/Coordinator
Solid Waste Inspector
Highway Department Engineer/Superintendent
Highway Department Road Foreman
Highway Department Shop Foreman
Highway Department Resident Engineer
Recycling Coordinator
Animal Control Facility Manager/Officer

The rest of this page was intentionally left blank.

Appointment and Hiring: (12-9-14)

The County Board shall hire all County supervisors and department heads except elected officials and appointments otherwise stipulated by law. Elected officials, department heads or supervisors shall hire all other employees. The Chairman of the County Board may request that the Personnel Committee and/or the Committee responsible for the supervisor or department head interview applicants and recommend a candidate for a position of supervisor or department head to the full board.

The starting annual salary for all new employees will be determined each year by the Finance Committee during the budget planning process. Any variance from this amount will require prior approval by the Personnel Committee.

- The date a new employee is hired will be pro-rated to coincide with the first day of the subsequent fiscal year.
- Elected officials and department heads are encouraged to consult with either the Personnel Committee or their oversight committee before filling any employee vacancies.
- The Personnel Committee may assist in recruiting qualified personnel for all vacant positions approved in the department's operating budget if requested by the elected official, department head or supervisor. The elected official, supervisor or department head is responsible for hiring their staff but may request help from the Personnel Committee and/or their Board Committee in interviewing and recommending applicants for hiring.

The following department heads will report their time off requests to the County Board Chairman's office via the County Board Administration Office:

Animal Control Facility Manager/Officer
County Board Administrator/Coordinator
EMA Director
Highway Engineer
Information Systems Manager
Recycling Coordinator
Solid Waste Inspector
Supervisor of Assessments

The County Board Administrator/Coordinator will report these time off requests to the Treasurer's office each quarter.

Applicants shall be considered on the basis of qualification without regard to age, sex, race, color, creed, religion, national origin, marital status, sexual orientation, political affiliation, handicap or veteran status, except where there may be a bona fide occupational qualification necessary for job performance. Qualified handicapped applicants and veterans shall be given equal consideration in compliance with the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistant Act of 1974. Special emphasis will be placed on efforts to attract minorities, women, qualified handicapped individuals and qualified veterans or other groups that are substantially underrepresented in each department's workforce where a vacancy exists. All new hires will be subject to and sign the consent form for background check attached hereto as **Appendix B.**

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD
DATE (REV. January 2015) BOOK 14 PAGE 179

ALL UTILITIES
AMEREN ILLINOIS
AMERICAN MESSAGING
SANTANNA ENERGY SERVICES
HOMEFIELD ENERGY
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
VERIZON WIRELESS
MJM ELECTRIC
AT & T MOBILITY
M & M SERVICE
STEWART SANITATION
TECH ELECTRONICS, INC.
FRONTIER

POSTAGE
U.S. POST OFFICE
UPS
DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
FRANCOTYP-POSTALIA MAILING SOLUTIONS
UNITED OFFICE SYSTEMS

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

CONTRACTUAL AND LEASE SERVICES
~~CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS~~ (DELETED)
~~PUBLIC BUILDING COMMISSION~~ (DELETED)
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
HARRIS
CORRECTIONAL HEALTHCARE CO., INC.
COH USA, INC.
~~MONTGOMERY COUNTY FARM BUREAU~~ (DELETED)
SNAP FITNESS
FUSION FITNESS & AQUATICS

OTHER
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (495, 496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
MEYER TRUSTEE & 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
BOND COUNTY HEALTH DEPARTMENT

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 January 13, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-01

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1122 B-CA Burg Road, Loc. A	Montgomery County	100 %	$4,500.00
		%	
	TOTAL =	100 %	$ 4,500.00

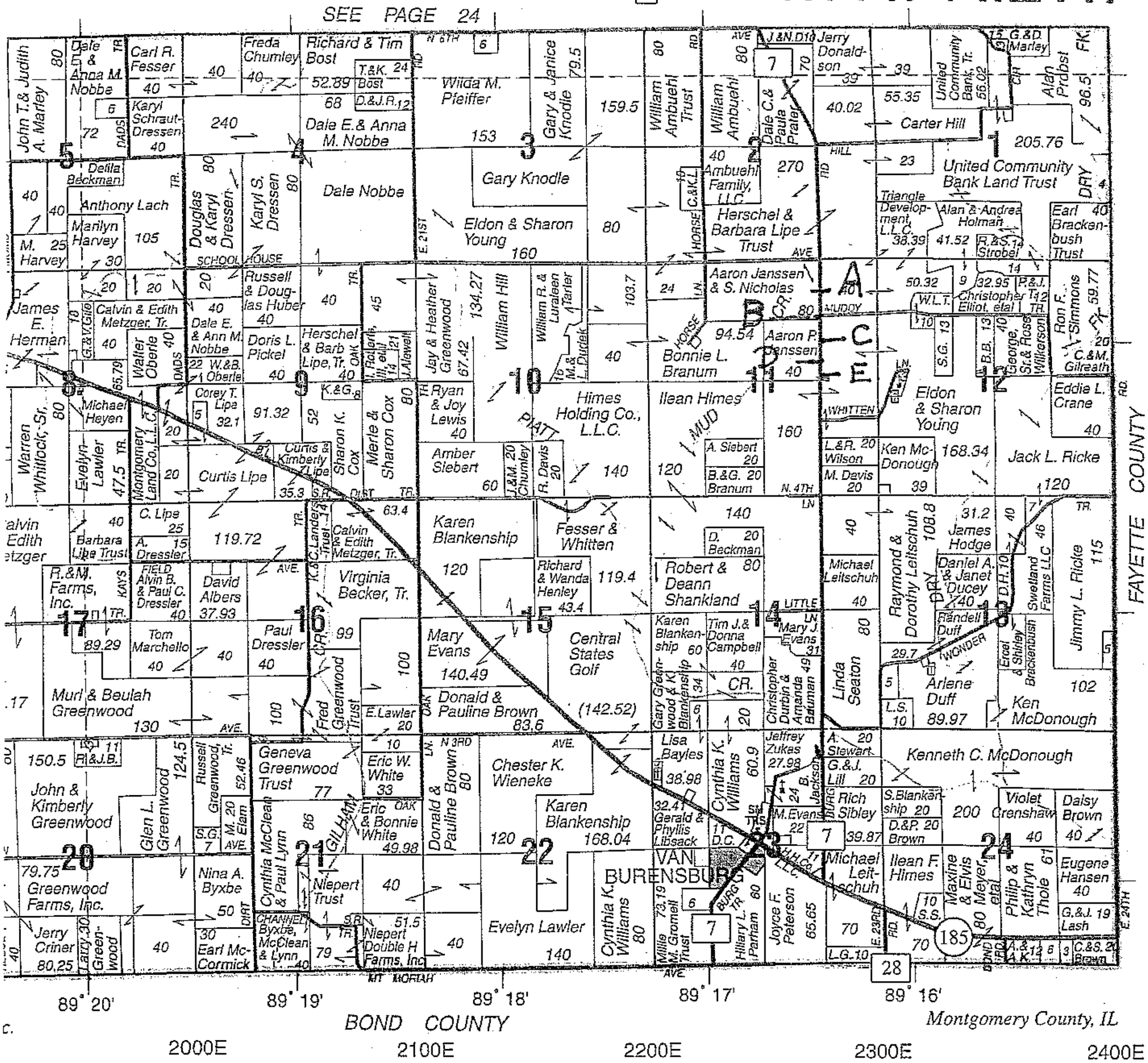
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

ILLMORE T.7N.-R.2W.



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-02

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

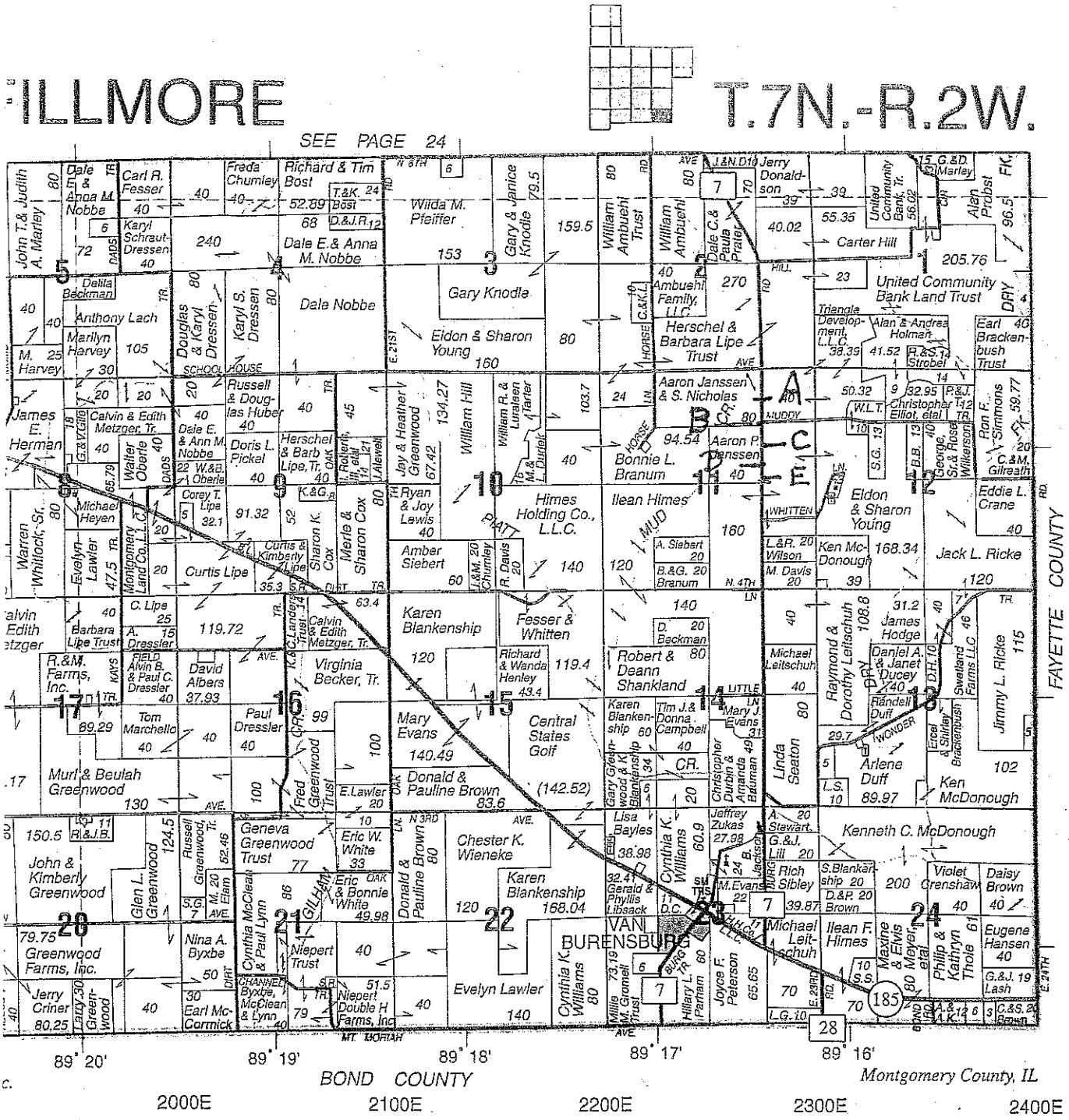
DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1122 B-CA Burg Road, Loc. B	Montgomery County	100 %	$4,600.00
		%	
	TOTAL =	100 %	$ 4,600.00

BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)


ILLMORE
T.7N.-R.2W.
SEE PAGE 24
FAYETTE COUNTY
BOND COUNTY
Montgomery County, IL
VAN BURENSBURG
89° 20'
89° 19'
89° 18'
89° 17'
89° 16'
2000E
2100E
2200E
2300E
2400E

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-03

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1122 B-CA Burg Road, Loc. C	Montgomery County	100 %	$4,600.00
		%	
	TOTAL =	100 %	$ 4,600.00

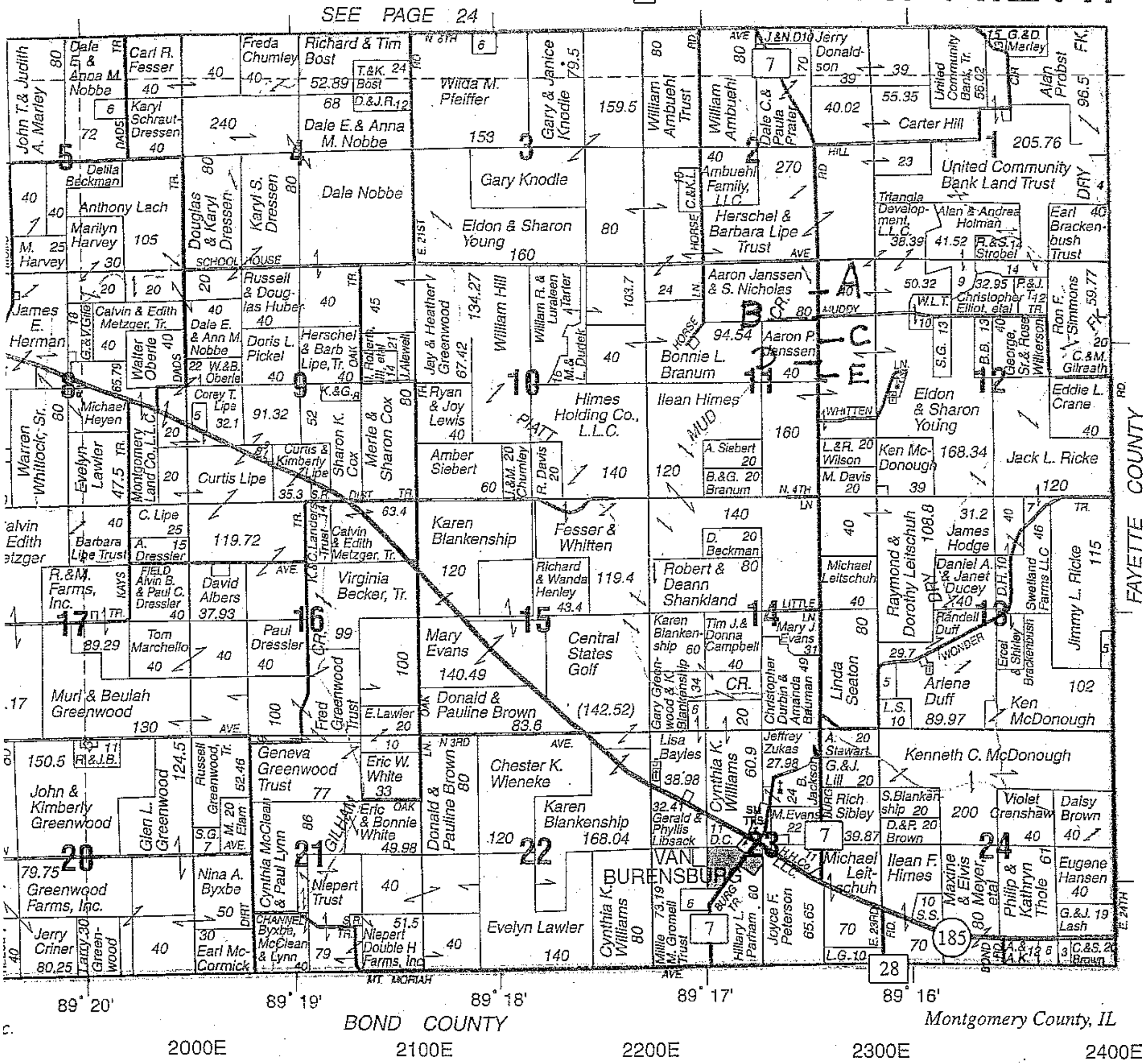
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

ILLMORE T.7N.-R.2W.



Montgomery County, IL

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-04

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1122 B-CA Burg Road, Loc. D	Montgomery County	100 %	$4,600.00
		%	
	TOTAL =	100 %	$ 4,600.00

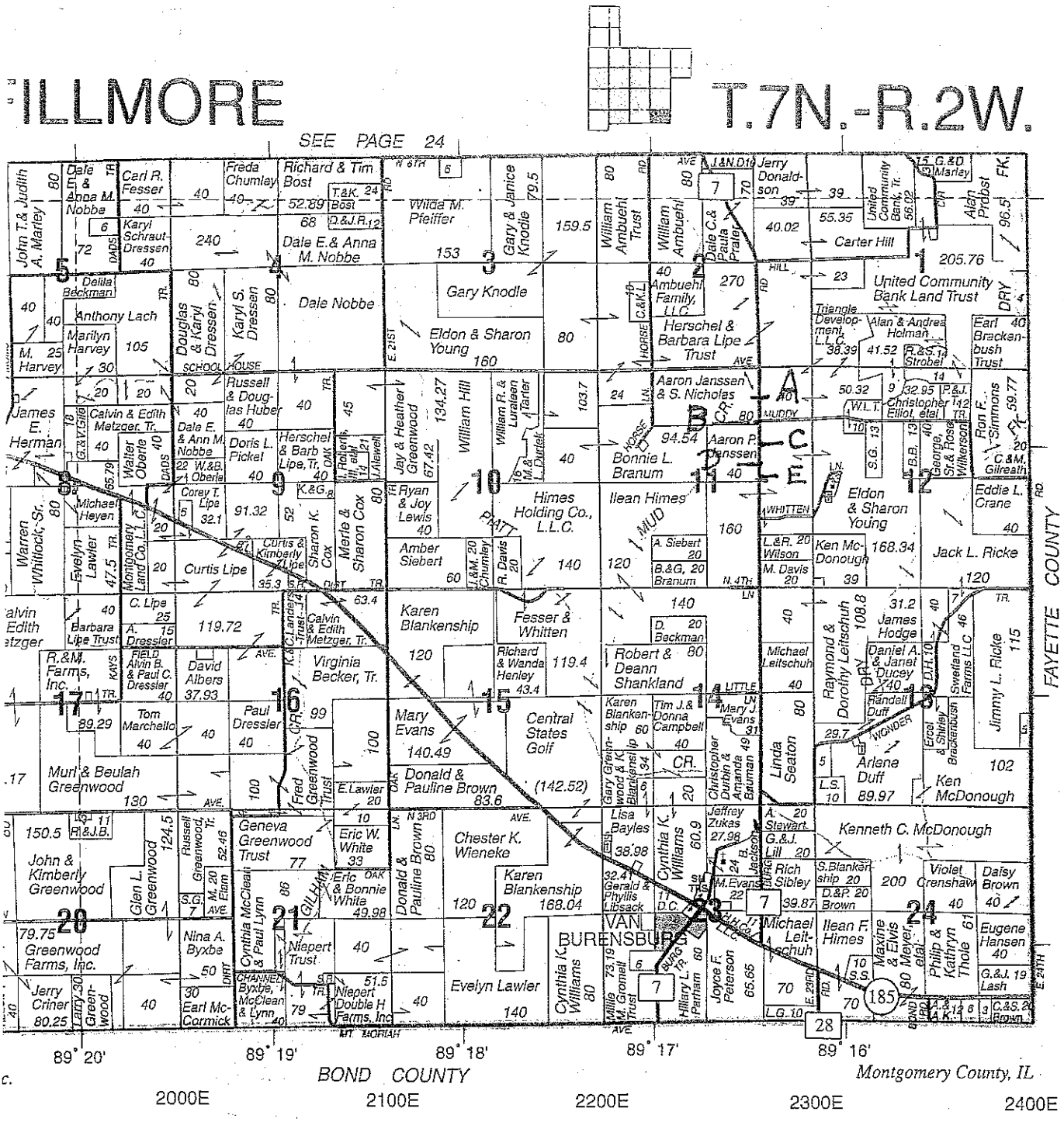
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

FILLMORE T.7N.-R.2W.



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-05

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1122 B-CA Burg Road, Loc. E	Montgomery County	100 %	$4,600.00
		%	
	TOTAL =	100 %	$ 4,600.00

BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

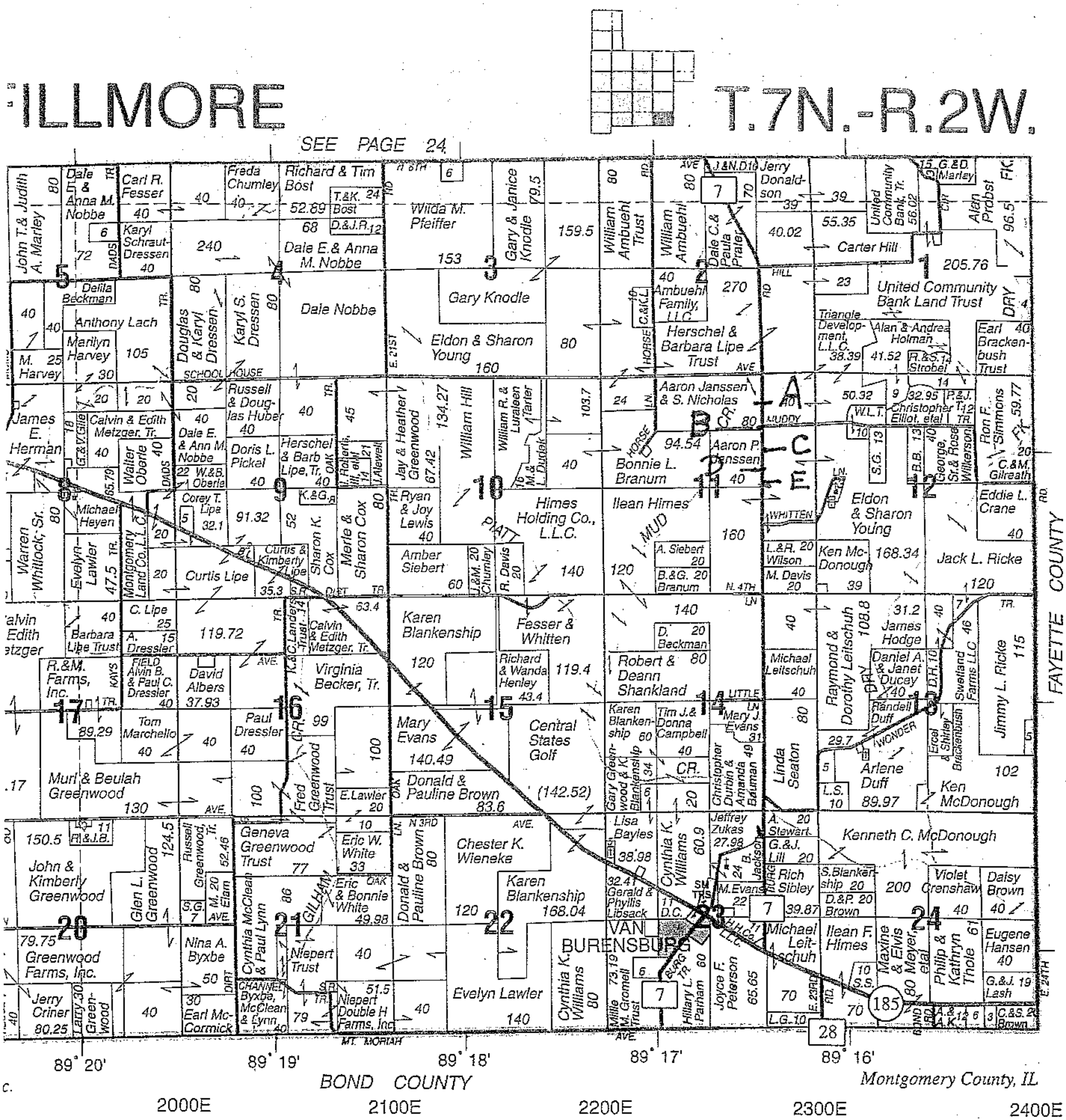
Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

FILLMORE T.7N.-R.2W.

SEE PAGE 24



Ordinance

ORDINANCE NUMBER 01-15
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2016, beginning on July 1, 2015 and ending on June 30, 2016.

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 any unit of local government, 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 Montgomery County 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 county limits.

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 Shelby County 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.

APPROVED by the Chairman of the Montgomery County Board, this 10th day of Feb 2015, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21

PRESENT 19

AYE 19

NAY 0

Sandy Leitheiser

Clerk of Montgomery County, Illinois

Chairman 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 (30ILCS 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 funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for pub 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.

12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2015 to June 30, 2016 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By: _____
Chairperson, Shelby County Board

ATTEST:

_____
Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: _____
Chairperson, Montgomery County Board

ATTEST:

Sandy Leitheiser
Montgomery County Clerk

02-15-001

RESOLUTION

0914003G

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

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

HARVEL TOWNSHIP

PERMANENT PARCEL NUMBER: 04-33-281-003, 004

As described in certificates(s) : 000098, 000099 sold March 2008

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

WHEREAS, Raymond Fire Protection District, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 10th day of February 2015.

ATTEST: Sandy Lothreisen
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

02-15-001

Montgomery County Resolution No. 02-15

RESOLUTION TERMINATING INTERNAL REVENUE SERVICE SECTION 457 DEFERRED COMPENSATION PLAN BETWEEN MONTGOMERY COUNTY AND AIG VARIABLE ANNUITY LIFE INSURANCE COMPANY (VALIC)

County of Montgomery,
STATE OF ILLINOIS

WHEREAS, the County of Montgomery approved a motion at a County Board Meeting dated July 9, 2002 to enter into a Section 457 deferred compensation plan contract (contract) with AIG Variable Annuity Life Insurance Company (VALIC) "contingent upon approval by States Attorney Roberts;" and

WHEREAS, an unsuccessful search has been completed to locate confirming documents that such approval by States Attorney Roberts had been obtained to enter into such contract with VALIC; and

WHEREAS, no formal Resolution was approved by the Montgomery County Board to enter into said contract with VALIC;

THEREFORE, WE THE ELECTED OFFICIALS of the County of Montgomery do hereby consent and decree that the County of Montgomery shall terminate the Internal Revenue Service Section 457 Deferred Compensation Plan between Montgomery County and VALIC effective immediately and further direct VALIC to undertake the proper execution of documents to terminate such contract between VALIC and the County as early as feasible.

County Board Chairman _____
Roy Hertel

Subscribed and sworn to me this 10th day of February, 2015

County Clerk & Recorder _____
Sandy Leitheiser

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-06

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

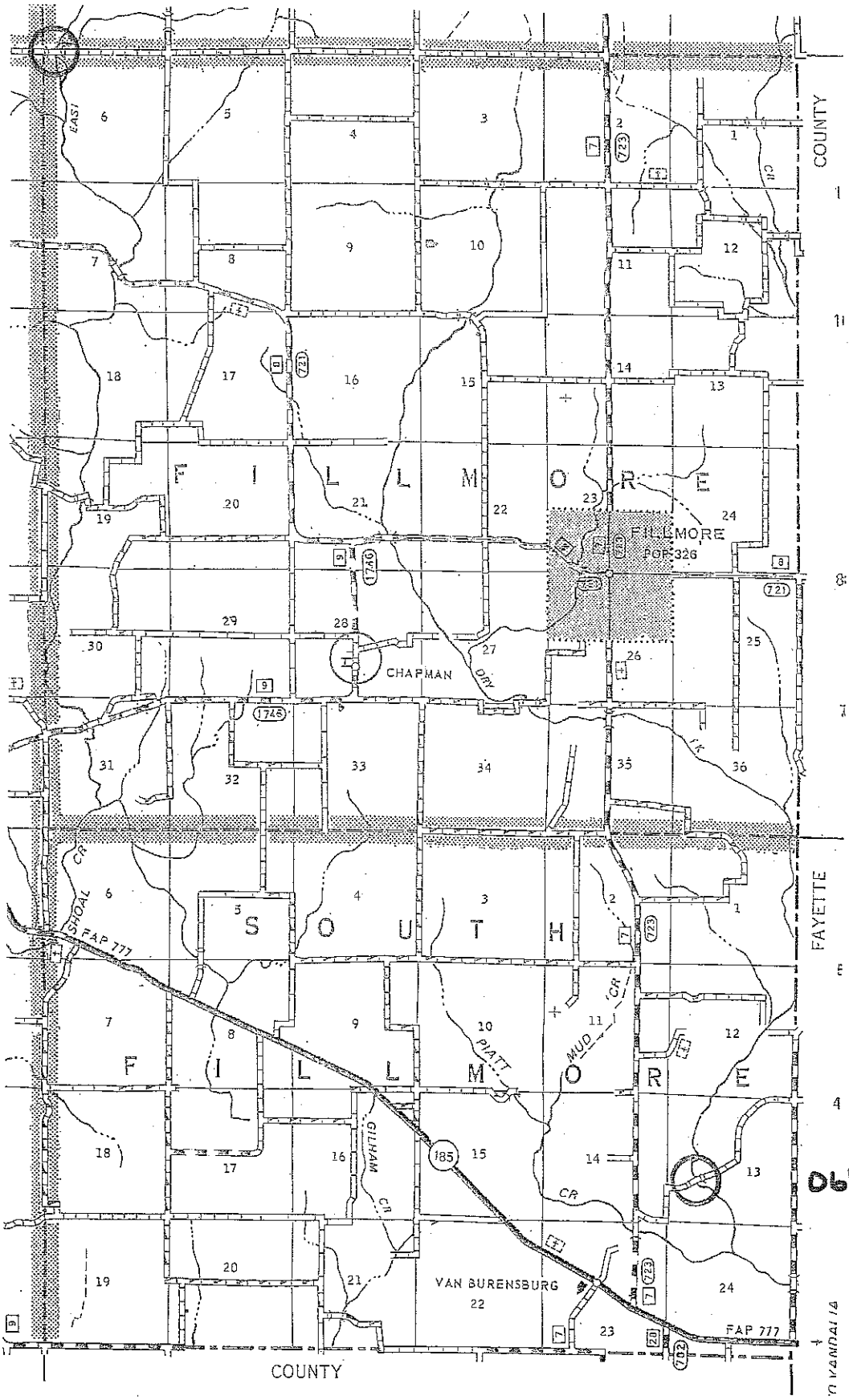
DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1123 B-CA Wonder Trail-#068-3212	Fillmore Road District	50 %	7,625.00
	Montgomery County	50 %	7,625.00
	TOTAL =	100 %	$ 15,250.00

BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 10th day of February, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)


F I L L M O R E
FILLMORE
POP 326
CHAPMAN
S O U T H
F I L L M O R E
VAN BURENSBURG
FAP 777
SHOAL CR
PIATT
MUD CR
GILHAM CR
DRY
EAST
COUNTY
FAYETTE
COUNTY

068-3212

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-07

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1124 B-CA Seven Sisters-#068-3162	Fillmore Road District	50 %	7,500.00
	Montgomery County	50 %	7,500.00
	TOTAL =	100 %	$ 15,000.00

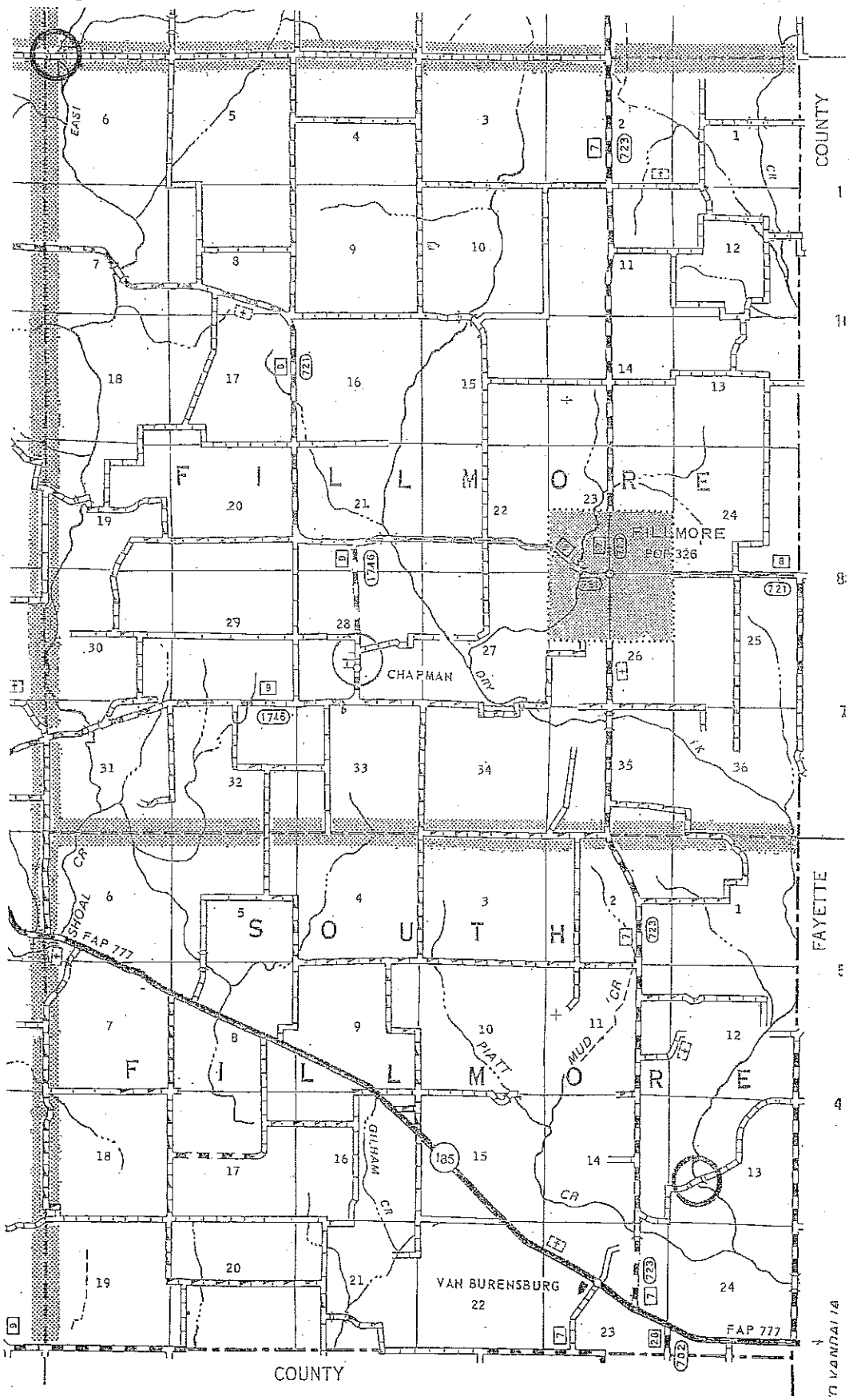
BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 10th day of February, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

068-3162


F I L L M O R E
FILLMORE
POP. 326
CHAPMAN
S O U T H
F I L L M O R E
VAN BURENSBURG
FAP 777
SHOAL CR
PIATT
MUD CR
GILHAM CR
COUNTY
FAYETTE
COUNTY

BOOK 14 PAGE 200

RESOLUTION NO. 03-15

A RESOLUTION CALLING FOR THE GOVERNOR AND GENERAL ASSEMBLY TO PROTECT NECESSARY FUNDING FOR COUNTY GOVERNMENT

WHEREAS, Illinois County Governments are subject to countless unfunded mandates and numerous budget constraints,

WHEREAS, County Governments receive necessary funding through the Local Government Distributive Fund, which is controlled by the State of Illinois, to carry out their duties and functions; and

WHEREAS, proceeds to County Governments were previously reduced by legislative action taken against the Local Government Distributive Fund; and

WHEREAS, proposals presented for consideration would further reduce of disbursements to County and local governments by three (3) percent; and

WHEREAS, County Governments rely on additional revenues and services supplied from several other agencies and units of local government that also rely on the same and other State controlled funds; and

WHEREAS, the Illinois State Senate has taken affirmative steps to advance Senate Bill 274 which seeks to transfer money from several funds that are maintained for the benefit of County Government including but not limited to the Motor Fuel Tax Fund, State and Local Sales Tax Reform Fund, County and Mass Transit District Fund, Local Government Tax Fund, and Personal Property Tax Replacement Fund.

WHEREAS, these proposed reductions and transfers further threaten the efficient and responsible operation of County Government.

NOW, THEREFORE, BE IT RESOLVED by the members of the Board of Montgomery County, Illinois: That this Board urges the Governor and the Illinois General Assembly to reconsider their proposals to reduce funding for County Government and to responsibly fund County Government at levels that allow Counties to carry out their necessary and legally obligated duties and functions, specifically that the state return to the 10% portion that the County's received of the 3.75% State Income Tax prior to February 2011.

Passed by the Board of Montgomery County this 10th day of March, 2015.

AYES: 18 NAYS: 0 PRESENT: 18 ABSTAIN/ABSENT: 3

Sandy Leitheiser
County Clerk

Passed and Approved this 10th day of March, 2015.

Mary Bothurst
Chairman

ST: Sandy Leitheiser
County Clerk

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE (REV. March 2015)

BOOK 14 PAGE 201

ALL UTILITIES
AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION
VERIZON WIRELESS

POSTAGE
U.S. POST OFFICE
UPS
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
ITED OFFICE SYSTEMS

CONTRACTUAL AND LEASE SERVICES
CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
HARRIS
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS

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

OTHER
BLOOME WATER
BOND COUNTY HEALTH DEPARTMENT
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER – MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
EST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM

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

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 March 10, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

MEE SHELTON
ASSISTANT COUNTY TREASURER

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

Intergovernmental Agreement
City of LITCHFIELD, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services

THIS AGREEMENT, is made and entered into this 7th day of April in the year of 2015, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as thereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from July 1, 2014 to November 30, 2015.
Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office as per the following weekly hours of operation:

Sunday:	0001 to 2400
Monday:	0001 to 0800 and 1600 to 2400
Tuesday:	0001 to 0800 and 1600 to 2400
Wednesday:	0001 to 0800 and 1600 to 2400
Thursday:	0001 to 0800 and 1600 to 2400
Friday:	0001 to 0800 and 1600 to 2400
Saturday:	0001 to 2400

The Litchfield police Department shall have control of their operations for radio and telephone services per the following weekly hours of operation:

Monday	0800 to 1600
Tuesday:	0800 to 1600
Wednesday:	0800 to 1600
Thursday:	0800 to 1600
Friday:	0800 to 1600

The Litchfield Police Department has the option to schedule more or less radio and telephone services with the Montgomery County Sheriff's Office if and only if both parties agree.

3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of $131,250. Said fee will be paid in twelve monthly installments of $10,937.50. Any amount due over the $131,250.00 annual fee shall be paid within 30 days of the final day of the contract year.
6. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.

7. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.
8. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.
9. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
10. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
11. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
12. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
13. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
14. The term of this agreement will continue for a period of one (1) year, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein , until terminated by notice by either party as set forth above.
15. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

ATTEST: Sandy Lutherson
County Clerk & Recorder

COUNTY OF MONTGOMERY

BY: _____
Montgomery County Board Chairman

ATTEST: Carol E. Burke
Litchfield City Clerk

CITY OF LITCHFIELD:

BY: Steve Doucher
City of Litchfield Mayor

Approved: _____
Litchfield Police Chief

Approved: _____
Montgomery County Sheriff

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
for
Presentation to
Montgomery County Board

November 30, 2014

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2014

Assessed Valuation

- 2010	$ 385,863,719
- 2011	$ 391,401,353
- 2012	$ 394,639,853
- 2013	$ 405,298,253

General Fund

Net change in fund balance

		Coal Rights	Principal	Interest
11/30/05	$ (133,056)		500,000	-
11/30/06	$ 31,141		-	-
11/30/07	$ 2,439,897		1,900,000	564,000
11/30/08	$ (454,542)		-	-
11/30/09	$ 587,698		1,000,000	192,000
11/30/10	$ (436,725)		1,000,000	132,000
11/30/11	$ (65,992)		1,200,000	72,000
11/30/12	$ (2,381,688)		-	-
11/30/13	$ (1,101,145)		-	-
11/30/14	$ (339,276)		-	-
			$ 6,100,000	$ 960,000

Selected Financial Information
November 30, 2014

General Fund	2014		2013	
Revenues:				
Property taxes	$ 876,625	14.58%	$ 857,027	14.65%
Interest and costs	3,161	.05	4,266	.09
Sales taxes	1,698,614	28.25	1,704,101	29.13
Income	751,178	12.49	727,309	12.43
Replacement, video gaming and real estate transfer	189,416	3.15	176,708	3.02
Fines, fees and licenses	1,686,494	28.05	1,751,443	29.94
Miscellaneous	84,249	1.40	73,234	1.25
Reimbursed expenses and intergovernmental	723,335	12.03	555,130	9.49
Total revenues	6,013,072	100.00%	5,849,218	100.00%
Expenditures:				
Building and grounds	341,483	4.78	323,442	4.73%
County Clerk	236,477	3.31	259,707	3.80
Treasurer	193,004	2.70	203,575	2.98
Coroner	88,733	1.24	93,948	1.37
Regional Superintendent	65,829	.92	70,830	1.04
Supervisor of Assessments	205,151	2.87	213,288	3.12
Board of Review	22,697	.32	25,277	.37
County Board	98,425	1.38	108,923	1.60
Information System	135,430	1.90	126,753	1.86
Election	130,571	1.83	116,412	1.70
General Administrative	1,186,934	16.63	972,085	14.21
Geographic Information System	95,612	1.34	61,385	.90
Judges	2,202	-	3,352	-
State's Attorney	398,453	5.59	384,668	5.62
Circuit Clerk	272,063	3.81	265,192	3.88
Probation	308,028	4.32	309,672	4.53
Public Defender	275,945	3.87	175,191	2.56
Jury and jurors	2,969	.08	139,861	2.04
Sheriff	2,211,469	30.99	2,275,671	33.25
Emergency Services	65,236	.91	57,673	.84
Ambulance	58,720	.82	54,124	.79
Animal Control	108,804	1.52	91,469	1.34
Capital Outlay	233,135	3.27	140,281	2.05
Economic and infrastructure development	31,325	.44	30,848	.45
Coordinated Services	75,802	1.06	74,376	1.09
Solid Waste	44,238	.62	43,925	.64
Recycling	248,233	3.48	221,384	3.24
Total expenditures	7,136,968	100.00%	6,843,312	100.00%
Excess (deficiency) of revenues over expenditures	(1,123,896)		(994,094)	
Transfers	784,620		(107,051)	
Net change in fund balance	$ (339,276)		$ (1,101,145)	
Fund Balance, end of year	$ 923,970		$ 1,263,246	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2014

Public Health

	2014		2013	
Revenues:				
Taxes	$ 431,245	16.00%	$ 422,946	14.43%
Fees and miscellaneous	302,606	11.22	208,505	7.12
Intergovernmental	1,960,621	72.70	2,296,194	78.35
Interest	2,418	.08	3,007	.10
Total revenues	2,696,890	100.00%	2,930,652	100.00%
Expenditures	2,891,186		2,874,081	
Net change	$ (194,296)		$ 56,571	

County Highway

Revenues	$ 2,071,936		$ 1,968,748	
Expenditures	1,713,236		1,946,367	
Net change	$ 358,700		$ 22,381	

Montgomery County Illinois
Resolution # 03-15

Proclaiming April 22nd, 2015 as Earth Day

WHEREAS, the global community has been celebrating Earth Day annually since 1970, which began as a long-term endeavor to support a cleaner, healthier, more prosperous planet; and

WHEREAS, Montgomery County is committed to protecting the beautiful rural nature of the County for all residents and visitors to enjoy by keeping roadways and waterways clean and free from litter; and

WHEREAS, Montgomery County has the ongoing challenge of managing our Recycling program in a responsible and cost-effective manner, and success heavily depends on county residents choosing waste reduction and diversion efforts such as reusing and recycling; and

WHEREAS, individuals in Montgomery County can take personal action for waste reduction, disposal and diversion of their waste;

WHEREAS, businesses in Montgomery County are encouraged to remind citizens to dispose of paper, plastic, aluminum and styrofoam products purchased at their establishments to dispose of them in a proper manner and not to liter;

WHEREAS, the Montgomery County Board encourages Volunteer groups to conduct cleanup programs throughout the County with the help of County resources;

NOW, THEREFORE BE IT RESOLVED, that the Montgomery County Board hereby proclaims April 22nd, 2015, as the official Earth Day celebration for Montgomery County, and encourages all residents to participate and enjoy the event while learning about the true value of a clean community by responsibly disposing trash in its proper place and recycling every day.

Adopted this 14th of April, 2015.

Roy Hertel, County Board Chairman

ATTEST:

Sandy Leitheiser, County Clerk and Recorder

RESOLUTION

RESOLUTION AUTHORIZING SUBMISSION OF A FY 2015 PARTNERSHIP PLANNING ASSISTANCE GRANT REQUEST TO THE US DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION DESIGNED TO PROVIDE ECONOMIC DEVELOPMENT DISTRICTS WITH CONTINUING ACCESS TO LOCAL PLANNING FUNDS.

WHEREAS, the Illinois counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby respectively continue to exhibit proportionately high levels of both unemployment and under-employment which serves to document the region's continuing level of "economic distress", and

WHEREAS, the duties and responsibilities of the West Central Development Council (as stated in its by-laws) specifically states that the organization shall encourage the cooperation of political jurisdictions within the aforesaid seven counties to more effectively pursue regional plans and/or area-wide programs of benefit to the jurisdiction and its constituents; and

WHEREAS, federal grant funds are currently available under Section 301 (b) of the Public Works and Economic Development Act of 1965 (as amended) administrated by the Economic Development Administration (EDA) for which the Council in its capacity as designated Economic Development District (EDD) has been deemed an eligible applicant and invited by Chicago Regional Offices of EDA to submit a formal planning grant request…

NOW THEREFORE BE IT RESOLVED, by the Board Members and County Board Chairman of Montgomery County that a district Partnership Planning Assistance grant application in the amount of **$160,884.00** shall be prepared by the Executive Director and staff of the West Central Development Council and submitted in **June 2015** to the Chicago Regional Offices of Economic Development Administration (EDA) under the provisions of the aforesaid federal grant program in order to secure the funding necessary to aid the seven county region in the successful fulfillment and execution of the Economic Development District's **FY-2015-2018** Scope of Work; and

BE IT FURTHER RESOLVED that Montgomery County supports the efforts of the West Central Development Council, Inc., in securing a **FY 2015** Partnership Planning Assistance grant in the amount of **$160,884.00** which will be matched by the WCDC.

PASSED AND ADOPTED THIS THE 12th **DAY OF** May **2015.**

ATTEST:

Roy Hertel, Chairman

Montgomery County Clerk

RESOLUTION

RESOLUTION AUTHORIZING SUBMISSION OF A FY 2015 PARTNERSHIP PLANNING ASSISTANCE GRANT REQUEST TO THE US DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION DESIGNED TO PROVIDE ECONOMIC DEVELOPMENT DISTRICTS WITH CONTINUING ACCESS TO SHORT TERM PLANNING ASSISTANCE AVAILABLE TO COAL-IMPACTED COMMUNITIES UNDER THE PARTNERSHIP FOR OPPORTUNITY AND WORKFORCE AND ECONOMIC REVITALIZATION (POWER) INITIATIVE.

WHEREAS, the Illinois counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby respectively continue to exhibit proportionately high levels of both unemployment and under-employment which serves to document the region's continuing level of "economic distress", and

WHEREAS, the duties and responsibilities of the West Central Development Council (as stated in its by-laws) specifically states that the organization shall encourage the cooperation of political jurisdictions within the aforesaid seven counties to more effectively pursue regional plans and/or area-wide programs of benefit to the jurisdiction and its constituents; and

WHEREAS, federal grant funds are currently available under Section 301 (b) of the Public Works and Economic Development Act of 1965 (as amended) administrated by the Economic Development Administration (EDA) for which the Council in its capacity as designated Economic Development District (EDD) has been deemed an eligible applicant and invited by Chicago Regional Offices of EDA to submit a formal planning grant request…

NOW THEREFORE BE IT RESOLVED, by the Board Members and County Board Chairman of Montgomery County that a district Partnership for Opportunity and Workforce and Economic Revitalization (POWER) Initiative grant application in the amount of **$50,000.00** shall be prepared by the Executive Director and staff of the West Central Development Council and submitted in **June 2015** to the Chicago Regional Offices of Economic Development Administration (EDA) under the provisions of the aforesaid federal grant program in order to secure the funding necessary to aid the seven county region in the successful fulfillment and execution of the Economic Development District's **FY-2015** Scope of Work; and

BE IT FURTHER RESOLVED that Montgomery County supports the efforts of the West Central Development Council, Inc., in securing a **FY 2015** Partnership Planning Assistance grant in the amount of **$50,000.00** which will be matched by the WCDC.

PASSED AND ADOPTED THIS THE 12th **DAY OF** May **2015.**

ATTEST:

Montgomery County Chairman

Sandy Leithauser

Montgomery County Clerk

Montgomery County Resolution 04- 2015

Amending

Montgomery County Resolution 1991 - 11

RESOLUTION TO REGULATE THE SALE AT RETAIL OF ALCOHOLIC LIQUOR IN THE TERRITORY IN THE COUNTY OF MONTGOMERY, ILLINOIS: OUTSIDE THE LIMITS OF ANY CITY: VILLAGE OR INCORPORATED TOWN.

Section 1. (Definitions) Unless the context otherwise requires, the following terms as used in this resolution shall be construed according to the definitions given below.

(1) The word "alcohol" means the product of distillation of any fermented liquid whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

(2) The word "spirits" means any beverage which contains alcohol obtained by distillation mixed with water or other substance in solution, and includes brandy rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

(3) The word "wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables containing sugar, including such beverages when fortified by the addition of alcohol or spirits as above defined.

(4) The word "beer" means a beverage obtained by alcoholic fermentation of any infusion or concoction of barley or other grain, malt and hops in water, and includes among other things beer, ale, stout, lager beer, porter and the like.

(5) The phrase "alcoholic liquor" includes the four varieties of liquor above defined "alcohol, spirits, wine and beer", and every liquid or solid patented or not containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being. The provisions of this resolution shall not apply to alcohol used in the manufacture of denatured alcohol, not to any liquid or solid containing one-half (1/2) of one percent (1%) or less of alcohol by volume. Nor shall the provisions of this

resolution apply to flavoring extracts, concentrates, syrups, or medicinal, mechanical scientific, culinary, or toilet preparations or food products unfit for beverage purposes, but the provisions of this resolution shall not be construed to exclude or not apply to alcoholic liquor used in the manufacture, preparation or compounding of such products. None of the provisions of this resolution shall apply to wine intended for use and used by any church or religious organization for sacramental purposes.

(6) The word "retailer" means a person who sells or offers for sale alcoholic liquor for use or consumption and not for resale in any form.

(7) "Sell at retail" and "sale at retail" refer to any means of sales for use of consumption, and not for resale in any form.

(8) The word "sale" means any transfer, exchange or barter, in any manner or by means of whatsoever for a consideration, and includes and means all sales made by any person whether principal, proprietor, agent, servant or employee.

(9) The words "to sell" includes to solicit or receive an order for, to keep or expose for sale, and to keep with intent to sell.

(10) The word "restaurant" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served without sleeping accommodations, such spaces being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare cook and serve suitable food for its guests.

(11) The word "club" means a corporation organized under the laws of this State not for pecuniary profit, solely for the pro-motion of some common object other than the sale or consumption of alcoholic liquors kept, used, and maintained by its members through the payment of annual dues, and owning, hiring or leasing a building or space in a building of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests, and provided with suitable and adequate kitchen and dining room space and equipment, and maintaining a sufficient

number of servants and employees for cooking, preparing, and serving food and meals for its members and their guests; PROVIDED, that such club files with the local commission at the time of its application for a license under this resolution two copies of a list of names and residences of its members, and similarly files within ten days of the election of any additional members, his name and address; and PROVIDED FURTHER, that its affairs and management are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting, and that no member or any officer, agent, or employee of the clubs paid, or directly or indirectly received in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members of its board of directors or other governing body out of the general revenue of the club.

(12) The word "hotel" means every building or other structure kept, used, maintained, advertised and held out to the public as a place where food is actually served and consumed, and sleeping accommodations are offered for adequate pay to travelers and guests whether transient, permanent or residential, in which twenty-five or more rooms are used for the sleeping accommodations of such guests, and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith, and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

Section 2. (License Required) It shall be unlawful, to sell or offer for sale at retail in that territory of Montgomery County, Illinois, outside the limits of any city, village or incorporated town, any alcoholic liquor without having a retail liquor dealer's license or to do so in violation of the terms of any such license.

Section 3. (Application) (a) Applications for such licenses shall be made to the Chairman of the County Board in writing under oath or affirmation stating:

(1) The name, age and address of the applicant in the case of an individual; in the case of a co-partnership, the persons entitled to share in the profits thereof and in the case of a corporation for profit or a club, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if above five percent of the stock of such corporation is owned by any person or his nominees, the name of such person.

(2) The citizenship of the applicant, his place of birth, and if a naturalized citizen the time and place of his naturalization.

(3) The character of business of the applicant; and in case of a corporation, the object for which it was formed.

(4) The length of time that said applicant has been in said business of that character, or in the case of a corporation, the date of which its charter was issued.

(5) The amount of goods, wares and merchandise on hand at the time application is made.

(6) The location and description of the premises or place of business which is to be operated under such license.

(7) A statement whether applicant has made similar application for a similar other license on premises other than described in this application and the disposition of such application.

(8) Whether applicant has ever been convicted of a felony, of keeping a place of prostitution, of pandering, or any other crime or misdemeanor opposed to decency or morality.

(9) Whether a previous license by any state or sub-division thereof, or by the federal government has been revoked and the reason therefore.

(10) That he will not violate any of the laws of the State of Illinois, or of the United States in the conduct of his place of business.

(11) That he has not received or borrowed money or anything else of value and that he will not receive or borrow money or anything else of value (other than merchandising credit in the ordinary course of business for a period not to exceed ninety days) directly or indirectly from any manufacturer, importing distributor or distributor representative of any such manufacturer, importing distributor or

distributor, nor be a party in any way directly or indirectly to any violation by a manufacturer, distributor or importing distributor, as set forth in Section 5 of Article 6 of the Illinois Liquor Control Law.

(12) A statement the applicant is not disqualified to receive a license by reason of any matters or thing contained in this resolution.

(a) In addition to the foregoing information, such application shall contain such other further information as the local liquor commissioner may by rule or regulation, not inconsistent with law, prescribe. If said application is made in behalf of a partnership, firm, association, club or corporation, then the same shall be signed and sworn to be all members of such partnership or the President and Secretary of such corporation.

(b) All applications to the local commissioner shall be filed in duplicate and shall be accompanied by the deposit of a certified or cashier's check of a bank within the State, United States Postal money order, or cash in the full amount of the license fee required to be paid for the license applied for which fee shall be returned to such applicant if such application is denied.

(c) Every applicant for a license to sell at retail shall file with his application a joint and several bond executed by good and sufficient sureties residing or licensed to do business within the State of Illinois to the local commission in the amount of five times the annual license fee conditioned upon true and faithful compliance by said licensee with all of the provisions of this resolution. **At the time of license renewal, the County will waive its bond requirement for any renewal year if the current license holder provides written proof of receipt from the Illinois Department of Revenue of a current "Notice of Termination of Bond for Liquor Gallonage Tax" form.**

Section 4. (Restriction on Licenses) No retail license shall be issued by the local commission to:

(1) A person, corporation or other business entity which does not meet the residency requirements of the Illinois Liquor Control Act which is Chapter 43, Illinois Revised Statutes.

(2) A person whose license issued under this resolution or its predecessor has been revoked for cause.

(3) A person who has been convicted of a felony under the Laws of the State of Illinois or a violation of this Ordinance or the Illinois Liquor Control Act.

(4) Any person, association, or corporation not eligible for a retail liquor dealer's license under Article VI of the Illinois Liquor Control Act or any other law of the State of Illinois.

Section 5. (Annual License Fee) The annual fee for such license for the sale of alcoholic liquors at retail shall be six hundred dollars. Each such license shall terminate on the 30th day of April next following its issuance. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the licensing year prior to the issuance of the license.

Section 6. (Disposition of Fees) All such fees shall be paid to the Chairman of the County Board at the time application is made, and shall be forthwith turned over to the County Treasurer. In the event the license applied for is denied the fee, less 10% charge for processing, shall be returned to the applicant; if the license is granted then the fee shall be deposed to the credit of the appropriate fund of said County.

Section 7. (List of Licensees) The local liquor control commissioner shall keep or cause to be kept a complete record of all such licenses issued; and shall furnish the County Clerk, Sheriff and State's Attorney each with a copy thereof; upon the issuance of any new license or the revocation of any old license, the Chairman of the County Board shall give written notice of such action to each of these officers within forty-eight hours of such action.

Section 8. (Closing Hours-Sundays) It shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the County of Montgomery in that territory outside the corporate limits of any city, village, or incorporated town between the hours of 2:00 o'clock A. M. and 6:00 o'clock A. M. on each and every day of the week.

Section 9. (Sanitary Conditions) All premises used for the retail sale of alcoholic liquor or for the storage of such liquor for such sale shall be kept in a clean and sanitary condition, and shall be kept in full compliance with all laws regulating the condition of premises used for the storage or sale of food for human consumption.

Section 10. (Employees) It shall be unlawful to employ in any premises maintained principally for the retail sale of alcoholic liquor any person not of an age lawfully to purchase every variety of alcoholic liquor there for sale, or to employ any person in any premises in the handling, preparation, or distribution of any variety of liquor, which he is not of an age lawfully to purchase.

Section 11. (Employees) It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with or who is a carrier of any contagious, infectious or venereal disease; and it shall be unlawful for any person who is afflicted or a carrier of any such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.

Section 12. The Chairman of the County Board shall be the Local Liquor Control Commissioner for that territory of the County of Montgomery, Illinois located outside the corporate limits of any city, village or incorporated town of said County, and shall be charged with the administration in his jurisdiction of the appropriate provisions of this resolution and of such other resolutions relating to alcoholic liquor as may be enacted; PROVIDED, however, that the said chairman of the County Board may appoint a person or persons to assist him in the exercise of the powers and performance of the duties herein provided for such Local Liquor Control Commissioner.

Section 13. When in this resolution the Local Liquor Control Commissioner is referred to, it shall include any committee or other agency appointed by such Local Liquor Control Commissioner with the consent of a majority of the County Board. The Local Liquor Control Commissioner shall also have the following powers, functions and duties with respect to retail licenses:

(a) To grant, to suspend for not more than thirty days, and to revoke for cause all local licenses issued to persons or corporations for premises within his jurisdiction.

(b) To enter or to authorize any law enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of this resolution or any rules or regulations adopted by the Local Liquor Control Commissioner or by the State Commission have been or are being violated, and at such time to examine said premises of said license in connection therewith.

(c) To receive complaint from any citizen within his jurisdiction that any of the provisions of the Illinois Liquor Control Act or of this ordinance or of rules or regulations adopted pursuant hereto have been or are being violated, and to act upon such complaints in the manner provided by the laws of this state.

(d) To receive local license fees and pay the same forthwith to the County Treasurer.

(d) To examine or cause to be examined either by himself or his duly authorized agent under oath or affirmation any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation has been served in the manner herein provided, and to examine or cause to be examined the books and records of any such applicants or licensee; to hear testimony and take proof for his information in the performance of his duties and for such purpose to issue subpoenas which shall be effective in any part of this state.

Section 14. (Gifts)

(1) Neither the local Liquor Control Commissioner, nor any agent employed by him, nor any member of the County Board shall solicit or accept any gratuity, emolument or employment from any person or corporation licensed under this ordinance, or from any officer, agent or employee thereof, and every license holder and every officer, agent and employee thereof is hereby forbidden to offer to any such Liquor Control Commissioner, or his agents, any member of the County Board or law enforcement officer, any gift, gratuity, emolument or employment.

(2) Neither the Local Liquor Commissioner, nor any agent employed by him, nor any member of the County Board shall solicit from, nor recommend to, or any person or corporation licensed under this ordinance the appointment of any person to any place or position.

(3) If the County Liquor Commissioner or his agent or any member of the County Board of Supervisors shall violate any provision of this Section he shall be removed from office and be thereafter ineligible to hold such office. If any person or corporation holding a license under this ordinance shall violate the provisions of this section he shall lose his license and be thereafter ineligible to acquire a license under this ordinance.

Section 15. (Penalty) Any person, firm or corporation who sells alcoholic liquor at retail in the County of

Montgomery, Illinois, outside the corporate limits of any city, village or incorporated town without having first obtained a valid license so to do under the provisions of this resolution or shall make any false statements or other violation of any of the provisions of this resolution in obtaining any license hereunder or who, having obtained a license hereunder shall violate any of the provisions of this resolution, with respect to the sale at retail of alcoholic liquor or with respect to the maintenance of the licensed premises, or shall violate any other provisions of this resolution, shall for a first offense be fined not more than Five Hundred Dollars ($500.00) and for a second or subsequent offense shall be fined not more than Five Hundred Dollars ($500.00) and/or be imprisoned in other than the penitentiary not more than six months; or be both fined and imprisoned. Each day any person engages in business as a retailer in violation of the provisions of this resolution shall constitute a separate offense.

Section 16. (Revocation) Whenever any licensee shall be convicted of any violation of any of the provisions of this resolution, the license of said licensee may in the discretion of the local commissioner, be revoked and forfeited, and all fees paid thereon shall be forfeited, and the bond given by said licensee to secure such licensee's faithful compliance with the terms of this resolution, shall be forfeited and it shall thereafter by unlawful and shall constitute a further violation of this act for said licensee to continue to operate under said license.

Section 17. (Repeal) A resolution entitled "Resolution to Regulate the Sale at Retail of Alcoholic Liquor in the Territory in the County of Montgomery, Illinois; outside the limits of any city, village or incorporate town," and adopted by the Board of Supervisors of Montgomery County, Illinois on March 13, 1934 is hereby repealed and all resolutions and parts thereof heretofore adopted in conflict with any provision of this resolution are hereby repealed insofar as such conflict exists.

Section 18. (Severability) If any of the provisions of this resolution shall be held invalid, it shall not be construed to invalidate the remaining provisions of this resolution.

Section 19. (Time of Take Effect) This resolution shall take effect and be in force and effect upon and after its passage and approval as provided by law.

Dated this 12th day of May 2015.

Chairman of the County Board

Attest:

County Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF MONTGOMERY)

RESOLUTION FIXING JUROR COMPENSATION AND JURY TRIAL DEMAND FEE

WHEREAS, pursuant to authority of the Counties Codes Act, 55 ILCS 5/4-11001 as amended by Public Act 98-1132, the Code of Civil Procedure, 735 ILCS 5/2-1105 as amended, and previous County Board Resolution, the Circuit Clerk presently assesses and collects from the requesting litigant a fee for civil jury trial demands, and provides that the County Board compensates grand and petit jurors for their services, as designated by the above-referenced Acts, as well as payment of travel expense to grand and petit jurors; and

WHEREAS, the Counties Codes Act has been amended (Public Act 98-1132), effective June 1, 2015, mandating each county to pay to grand and petit jurors for their services, the sums of $25 for the first day and thereafter $50 for each day of necessary attendance, or such higher amount as may be fixed by the County Board; and

WHEREAS, the Code of Civil Procedure has been amended (Public Act 98-1132), effective June 1, 2015, allowing that, if alternate jurors are requested, an additional fee established by the county shall be charged for each alternate juror requested and in attendance; and

WHEREAS, the County Board has previously authorized the payment of travel expense to the jurors and the same is no longer required by state statute;

RM NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Montgomery that the fee to be paid by the County of Montgomery to grand and petit jurors for their services in attending courts the sums of $25 for the first day and thereafter $50 for each day of necessary attendance with no reimbursement for travel expense; and the fee for alternate jurors is set at $175 for the first alternate and $150 for each subsequent alternate juror

BE IT FURTHER RESOLVED by the County Board of the County Of

Montgomery, that the fee to be charged the requesting litigant and then paid to any alternate juror(s) for their services in attending courts the sums of $25 for the first day and thereafter $50 for each day of necessary attendance with no reimbursement for travel expense;

BE IT FURTHER RESOLVED by the County Board of the County of Montgomery, that the Clerk of the Circuit Court of Montgomery County is hereby authorized and directed to charge and collect a fee of $212.50 for a civil jury trial demand and $175 for the first alternate juror and $150 for each additional alternate juror, said fee to be collected from the first requesting party in each civil jury trial demand case as provided by 705 ILCS 105/27.1a(s).

BE IT FURTHER RESOLVED that this Resolution is effective June 1, 2015.

PASSED, APPROVED AND ADOPTED this 12th day of May, 2015 by the Montgomery County Board in regular session assembled.

Roy Hertel,
Chairman Montgomery County Board

ATTEST:

Sandy Leitheiser,
Montgomery County Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MONTGOMERY AND THE VILLAGE OF PANAMA FOR PLACEMENT OF RECYCLING CONTAINERS

THIS INTERGOVERNMENTAL AGREEMENT FOR PLACEMENT OF RECYCLING CONTAINERS (this "Agreement") is made and entered into _____, 2015, between the County of Montgomery, a body politic, and the Village of Panama, a municipal corporation.

RECITALS

Whereas, the County of Montgomery and the Village of Panama intend to enter into this Intergovernmental Agreement for placement of recycling containers and to provide for the pickup and removal of recyclables collected at said location; and

Whereas, Article VII, Section 10, of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

Whereas, 5 ILCS 220/1, *et. seq.*, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

Whereas, Montgomery County and the Village of Panama find it mutually beneficial for the County to provide recycling services to Panama.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County of Montgomery and the Village of Panama hereby agree as follows:

1. The County of Montgomery will, at its expense, pour a concrete pad and construct a three-sided shed on the property owned by the Veterans of Foreign

Wars, Post 6628, which property is currently leased by the Village of Panama. The VFW has consented to the utilization of its property as a site for the recycling containers as evidenced by their written consent, attached hereto to this Agreement.

2. The County of Montgomery will provide appropriate recycling containers as necessary.
3. The County of Montgomery will provide for the pickup, removal and processing of the recyclables collected at the VFW drop-off location.
4. The Village of Panama will frequently inspect, keep and maintain the recycling location in a presentable and accessible condition.
5. The County of Montgomery will provide signs designating the site as a location for deposit of recyclable materials, and will further list the County's recycling rules.
6. The County of Montgomery and the Village of Panama stipulate that the approximate costs to the County associated with the construction of the recycling shed and concrete pad are $4000.00. The County will assume this cost free and clear of any financial contribution from the Village so long as the Village utilizes the recycling services for a period of five years from the date of execution of this Agreement. If, at any time during the initial five year term, the Village wishes to terminate the recycling program, then it shall pay the County $800 per year for the remaining term. Said sum shall not be prorated to coincide with the termination date.
7. This Agreement shall become effective upon authorization and signature of each of the parties and shall remain in effect until terminated by either party upon 30 (thirty) days written notice to the other party.

MONTGOMERY COUNTY

Signature: _____

Roy Hertel, Chairman of the Montgomery County Board

Date signed: 5/12/15

VILLAGE OF PANAMA

Signature: _____

Joseph McCario, Village President

Date signed: _____

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD
DATE (REV. May 2015)

BOOK 14 PAGE 225

UTILITIES
_REN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION
VERIZON WIRELESS

POSTAGE
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS
UPS
U.S. POST OFFICE

OTHER
OME WATER
D COUNTY HEALTH DEPARTMENT
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER – MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE
BLUE CROSS BLUE SHIELD HEALTH INSURANCE
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
BORN HEALTH INSURANCE
DEDUCTION CHECKS
GUARDIAN HEALTH INSURANCE
ILLINOIS PUBLIC RISK FUND
INSURANCE
IRS-941
REIMBURSE SALARIES
RETIREE INSURANCE PLAN
SOCIAL SECURITY
TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) Flex Plan

CONTRACTUAL AND LEASE SERVICES
CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
HARRIS
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS

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

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 May 12, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

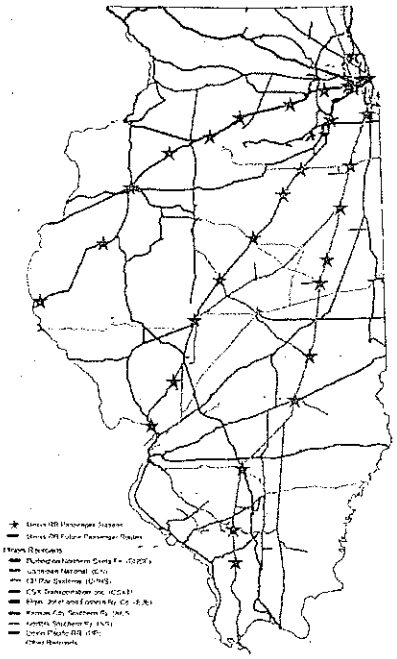
SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

SHELTON
TANT COUNTY TREASURER

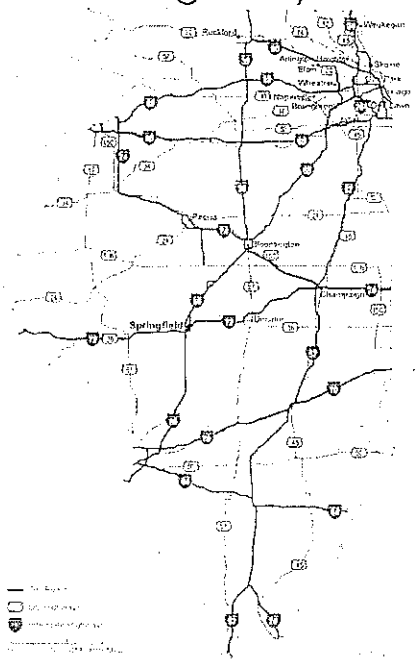
TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

Work smarter not harder...

Rail



Highways



Internet

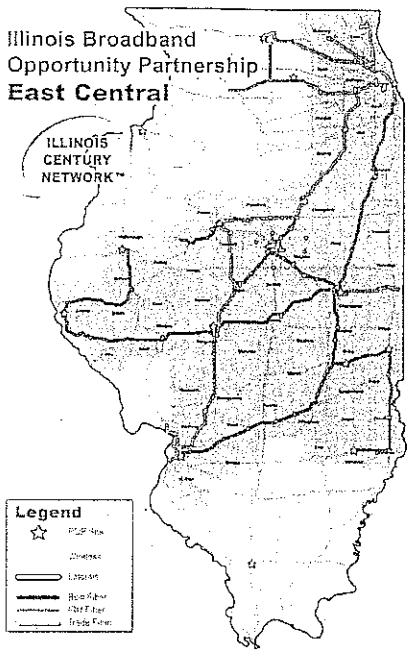
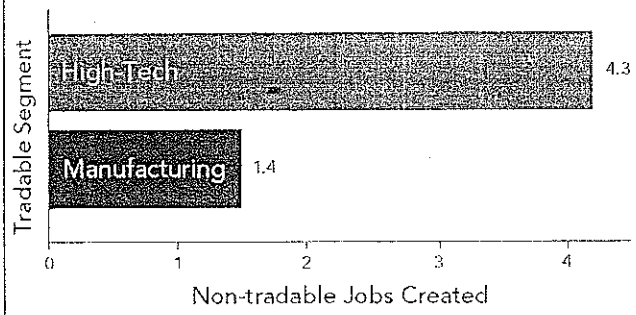
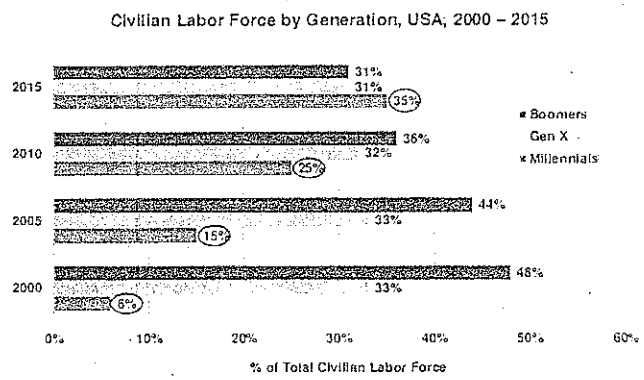


FIGURE 12
Local Jobs Multipliers



Source: U.S. Census Bureau; calculations by Bay Area Council Economic Institute

Millennials (Age 15-35) = Largest Generation in Workforce This Year



County Rank within State For 25 MBPS Coverage	2010 Population	2013 Population	Population Change	Percent Change
Bottom 10%	5,420,347	5,390,628	-29,776	-0.55%
Bottom Half	49,586,078	49,720,525	134,390	0.27%
Top Half	258,559,871	265,761,865	7,201,583	2.79%
Top 10%	131,229,210	135,396,793	4,167,583	3.18%

The 1,500-plus counties in the top half of their states in terms of access to at least 25 Mbps broadband enjoyed **10 times** the percentage population.

Montgomery County Economic Development Corporation
ed@montgomerycountyillinois.org
www.montgomerycountyillinois.org
Ph:217-851-4332
Facebook

BOOK 14 PAGE 661

ORDINANCE ABATING REAL PROPERTY TAXES
Abatement of Property Taxes on a Parcel per The Guidelines Authorized in The State of Illinois Department of Revenue Act For General Abatements 35 ILCS 200/18-165

We the governing of **Montgomery County**, do hereby authorize and direct the County Clerk of Montgomery County to abate that portion of the property taxes accrued as outlined below on the following parcel located in:

Parcel ID # 05-33-200-022 (new) Montgomery County - PT SE ¼ NE ¼ Section 33, Township 10 Range 5. (Combination of parcels 05-33-200-016, 05-33-200-019 and 05-33-200-020

Taxpayer – Pioneer Hi-Bred International C/O E I DuPont
18259 West Frontage Road, Litchfield IL 62056

Estimated Fair Market Value of Property (Tax Year 2015) AT 33.33% = $ 1,563,765
Land assessed value = $76,295 Improvements assessed value = $1,487,470

The abatement of taxes on this parcel is in acknowledgement of a request by Pioneer Hi-Bred located at 18259 West Frontage Road, Litchfield, IL 62056 and is authorized by Section 200/18-165 of the Revenue Act.

The Term of the abatement shall be as follows:

On 2016 taxes, payable in 2017, an abatement of 100% of the extension on the assessed valuation.

On 2017 taxes, payable in 2018, an abatement of 100% of the extension on the assessed valuation.

On 2018 taxes, payable in 2019, an abatement of 100% of the extension on the assessed valuation.

On 2019 taxes, payable in 2020, an abatement of 100% of the extension on the assessed valuation.

On 2020 taxes, payable in 2021, an abatement of 100% of the extension on the assessed valuation.

On 2021 taxes, payable in 2022, No Abatement. 100% of the assessed valuation will be payable.

PASSED THIS 9th **day of** June**, 2015**

AYES: 20 **NAYES:** 0 **ABSENT:** 1

[signature] Roy L. HERTEL **Date:** 6/9/2015
Board Chairman Signature **Print Name**

Sandy Leitheiser Sandy Leitheiser **Date:** 6/9/15
Clerk or Witness Signature **Print Name**

MONTGOMERY COUNTY RESOLUTION 05-2015

RESOLUTION PROPOSING INCREASING MAXIMUM ALLOWABLE LEVY FOR NOKOMIS WITT SPECIAL SERVICE AREA AMBULANCE TAX IN MONTGOMERY COUNTY AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH

BE IT HEREBY RESOLVED by the County Board of Montgomery County, State of Illinois, as follows:

SECTION 1: AUTHORITY TO INCREASE ALLOWABLE LEVY IN SPECIAL SERVICE AREAS.

The Montgomery County Board has by prior act, established Special Service Areas for ambulance service pursuant to Article VII, Section 6L of the Constitution of the State of Illinois in force July 1, 1971, and pursuant to the authority of the provisions of an Act to provide the manner of levying or imposing taxes for the provision of Special Service Areas within the boundaries of home rule units and non-home rule municipalities and counties, which is Illinois Revised Statutes, Chapter 120, Section 1301 et. seq., now the Special Service Area Tax Law, Illinois Compiled Statutes, Chapter 35, Section 200/27-5 et. seq.

SECTION 2: FINDINGS

The County Board of Montgomery County finds the following:

1. Since the establishment of said service areas, the Nokomis/Witt Special Service Area (ambulance) has demonstrated a need to increase the maximum allowable levy in said area in order to produce an amount of tax sufficient to produce revenues required to provide ambulance service in said area.

2. The Nokomis/Witt Special Service Area (ambulance) is within the County of Montgomery.

3. The Nokomis/Witt Special Service Area (ambulance) benefits from the government services to be provided, so that it is therefore in the best interest of the Special Service Area that the levy of the special tax against the area be considered for the provision of ambulance service.

SECTION 3. PUBLIC HEARING

A Public Hearing shall be held on Monday, the 29th day of June, 2015 in the Council Chambers of the Nokomis City Hall at 7:00 p.m. to consider a proposed Special Service Area ambulance tax increasing the maximum allowable levy from .30 cents, the present maximum, to .45 cents for the Nokomis/Witt Special Service Area, which territory

is described in the proposed notice attached to this Resolution and made a part hereon.

SECTION 4. TAX RATES

At the above described Public Hearing there shall be considered the levy of an annual tax not to exceed the annual rate of .45 percent of the assessed value, as equalized, of the property in the Special Service Area, said tax to be in addition to the other taxes provided by law and to be levied pursuant to the provisions of the Revenue Act of 1939.

SECTION 5. NOTICE OF HEARING

Notice of Public Hearing shall be published at least once, not less than fifteen (15) days prior to the Public Hearing, in one or more newspapers in general circulation in Montgomery County, in addition, notice by mailing shall be given to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Special Service Area. Said notice shall be mailed not less than ten (10) days prior to the 29th day of June, 2015. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year's owner of said property.

Notice shall be in a form substantially similar to the "NOTICE" attached hereto.

ADOPTED THIS 9th day of June, 2015 by the Montgomery County Board pursuant to roll call vote recorded as follows:

AYES 19

NAYES 0

Abstain 1

Absent 1

ROY HERTEL, Montgomery County Board Chairman

ATTEST:

SANDY LEITHEISER, Montgomery County Clerk & Recorder

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE (REV. June 2015)

ALL UTILITIES
AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
DIRECT ENERGY (added June 9, 2015)
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION
VERIZON WIRELESS

CONTRACTUAL AND LEASE SERVICES
CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
~~HARRIS~~ DELETE (deleted June 9, 2015)
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS
ZOBRIO (added June 9, 2015)

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

POSTAGE
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS
UPS
U.S. POST OFFICE

OTHER
BLOOME WATER
BOND COUNTY HEALTH DEPARTMENT
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
J.T.C. PETROLEUM (added June 9, 2015)
LITCHFIELD BITUMINOUS CORPORATION (added June 9, 2015)
LOUIS MARSCH (added June 9, 2015)
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER – MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES

NEWMAN SIGNS (added June 9, 2015)
NOKOMIS QUARRY (added June 9, 2015)
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE
BLUE CROSS BLUE SHIELD HEALTH INSURANCE
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
DEARBORN LIFE INSURANCE (added June 9, 2015)
DEDUCTION CHECKS
GUARDIAN DENTAL/VISION INSURANCE (added June 9, 2015)
ILLINOIS PUBLIC RISK FUND
~~INSURANCE~~ DELETE (deleted June 9, 2015)
IDES (UNEMPLOYMENT TAX) (added June 9, 2015)
IL 501 (STATE PAYROLL TAX) (added June 9, 2015)
IMRF (RETIREMENT) (added June 9, 2015)
IRS-941 (FEDERAL PAYROLL TAX) (added June 9, 2015)
REIMBURSE SALARIES
~~RETIREE INSURANCE PLAN~~ DELETE (deleted June 9, 2015)
SOCIAL SECURITY
TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) Flex Plan

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DATED June 9th, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

BOOK 14 PAGE 232

ORDINANCE # 06-2015

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 20 15 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 9th day of June, 2015.

APPROVED:

CHIEF PRESIDING OFFICER

ATTEST:

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 9th day of June, 2015, 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 9th day of June, 2015.

(SEAL)

Sandy Leitheiser
Clerk/Secretary

ATTEST:

Chief Presiding Officer/ Title

Montgomery County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		26.000	27.000	1.5	1.5	2.0	6.300	16.60	0.000	0.800
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400
BRICK MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800
CARPENTER		BLD		29.230	31.480	1.5	1.5	2.0	8.000	15.12	0.000	0.520
CARPENTER		HWY		29.780	31.530	1.5	1.5	2.0	8.000	15.12	0.000	0.520
CEMENT MASON		ALL		32.000	33.000	1.5	1.5	2.0	9.750	12.75	0.000	0.200
CERAMIC TILE FNSHER		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580
ELECTRIC PWR EQMT OP	NE	ALL		35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000	0.270
ELECTRIC PWR EQMT OP	SW	ALL		39.670	47.820	1.5	1.5	2.0	6.950	11.12	0.000	0.400
ELECTRIC PWR GRNDMAN	NE	ALL		24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000	0.180
ELECTRIC PWR GRNDMAN	SW	ALL		29.620	47.820	1.5	1.5	2.0	5.190	8.300	0.000	0.290
ELECTRIC PWR LINEMAN	NE	ALL		39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000	0.300
ELECTRIC PWR LINEMAN	SW	ALL		45.610	47.820	1.5	1.5	2.0	7.990	12.78	0.000	0.450
ELECTRIC PWR TRK DRV	NE	ALL		25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000	0.190
ELECTRIC PWR TRK DRV	SW	ALL		32.380	47.820	1.5	1.5	2.0	5.670	9.080	0.000	0.320
ELECTRICIAN	E	BLD		35.500	39.050	1.5	1.5	2.0	6.100	8.350	0.000	0.530
ELECTRICIAN	NW	BLD		34.190	36.190	1.5	1.5	2.0	6.360	8.630	0.000	0.400
ELECTRICIAN	SW	ALL		38.450	40.760	1.5	1.5	2.0	7.990	9.720	0.000	0.960
ELECTRONIC SYS TECH	E	BLD		31.130	32.880	1.5	1.5	2.0	5.350	6.110	0.000	0.400
ELECTRONIC SYS TECH	W	BLD		32.150	34.150	1.5	1.5	2.0	3.650	8.210	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		45.090	50.730	2.0	2.0	2.0	13.57	14.21	3.610	0.600
GLAZIER		BLD		32.380	34.380	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550
IRON WORKER	N	BLD		30.250	32.250	1.5	1.5	2.0	8.740	13.79	0.000	0.660
IRON WORKER	N	HWY		31.420	33.170	1.5	1.5	2.0	8.740	13.87	0.000	0.660
IRON WORKER	S	ALL		31.500	33.500	1.5	1.5	2.0	8.610	14.45	0.000	0.420
LABORER		ALL		25.500	26.500	1.5	1.5	2.0	6.300	16.60	0.000	0.800
LATHER		BLD		29.230	31.480	1.5	1.5	2.0	8.000	15.12	0.000	0.520
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580
MILLWRIGHT		BLD		30.720	32.970	1.5	1.5	2.0	8.000	14.09	0.000	0.520
MILLWRIGHT		HWY		32.090	33.840	1.5	1.5	2.0	8.000	14.64	0.000	0.520
OPERATING ENGINEER		BLD	1	34.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	2	33.570	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	3	29.090	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	4	29.150	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	5	28.820	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	6	36.250	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	7	36.550	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	8	36.830	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	9	35.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	1	33.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	2	32.570	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	3	28.090	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	4	28.150	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	5	27.820	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	6	35.250	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	7	35.550	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	8	35.830	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
OPERATING ENGINEER		HWY	9	34.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000
PAINTER		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER		HWY		31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PAINTER OVER 30FT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT		HWY		32.450	33.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PILEDRIVER		BLD		30.230	32.480	1.5	1.5	2.0	8.000	15.12	0.000	0.520
PILEDRIVER		HWY		30.780	32.530	1.5	1.5	2.0	8.000	15.12	0.000	0.520
PIPEFITTER	NE	BLD		41.840	45.840	1.5	1.5	2.0	7.000	8.260	0.000	1.010
PIPEFITTER	SW	BLD		39.510	41.490	1.5	2.0	2.0	4.750	8.450	0.000	0.300
PLASTERER		BLD		30.500	31.000	1.5	1.5	2.0	9.750	9.150	0.000	0.050
PLUMBER	NE	BLD		41.840	45.840	1.5	1.5	2.0	7.000	8.260	0.000	1.010
PLUMBER	SW	BLD		39.510	41.490	1.5	2.0	2.0	4.750	8.450	0.000	0.300
ROOFER		BLD		28.400	30.900	1.5	1.5	2.0	9.100	7.000	0.000	0.520
SHEETMETAL WORKER		ALL		32.650	34.150	1.5	1.5	2.0	8.630	7.670	1.970	0.360
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
~~SURVEY WORKER~~	->	NOT IN EFFECT				ALL	25.450	25.950	1.5	1.5	2.0	5.750 14.75 0.000 0.800
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	6.450	4.370	0.000	0.420
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	6.450	5.870	0.000	0.450
TRUCK DRIVER		ALL	1	33.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL	2	33.560	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER		ALL	3	33.820	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250

TRUCK DRIVER	ALL	4	34.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	ALL	5	35.000	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C	1	26.480	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C	2	26.850	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C	3	27.060	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C	4	27.280	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C	5	28.000	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250

Legend:
- RG (Region)
- TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
- OSA (Overtime (OT) 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, aymond, North Litchfield, Butler Grove, South Litchfield, Hillsboro, alshville and Grisham.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application 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 or stone and all other materials that may be used and installed by [a] tile 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 call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

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, Well Drilling Machines, Boring Machines, 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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and

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transits.

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.

TERRAZZO 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, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement 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.

LANDSCAPING

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 HIGHWAY RESOLUTION
RESOLUTION #2015-08

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1125 B-CA Oak Lane	S. Fillmore Road District	50 %	5,250.00
	Montgomery County	50 %	5,250.00
	TOTAL =	100 %	$ 10,500.00

BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 9th day of June, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)

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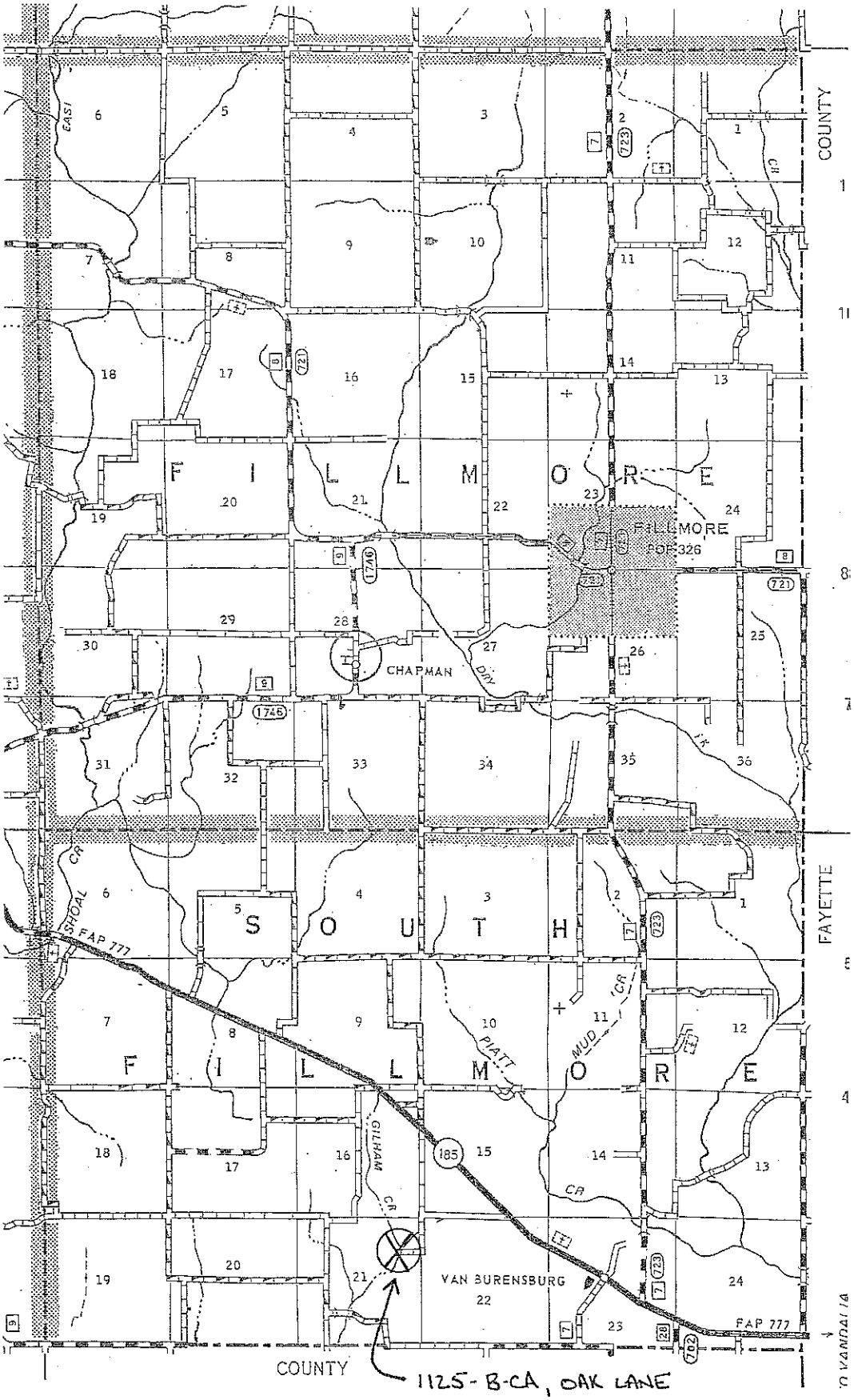


MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-09

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

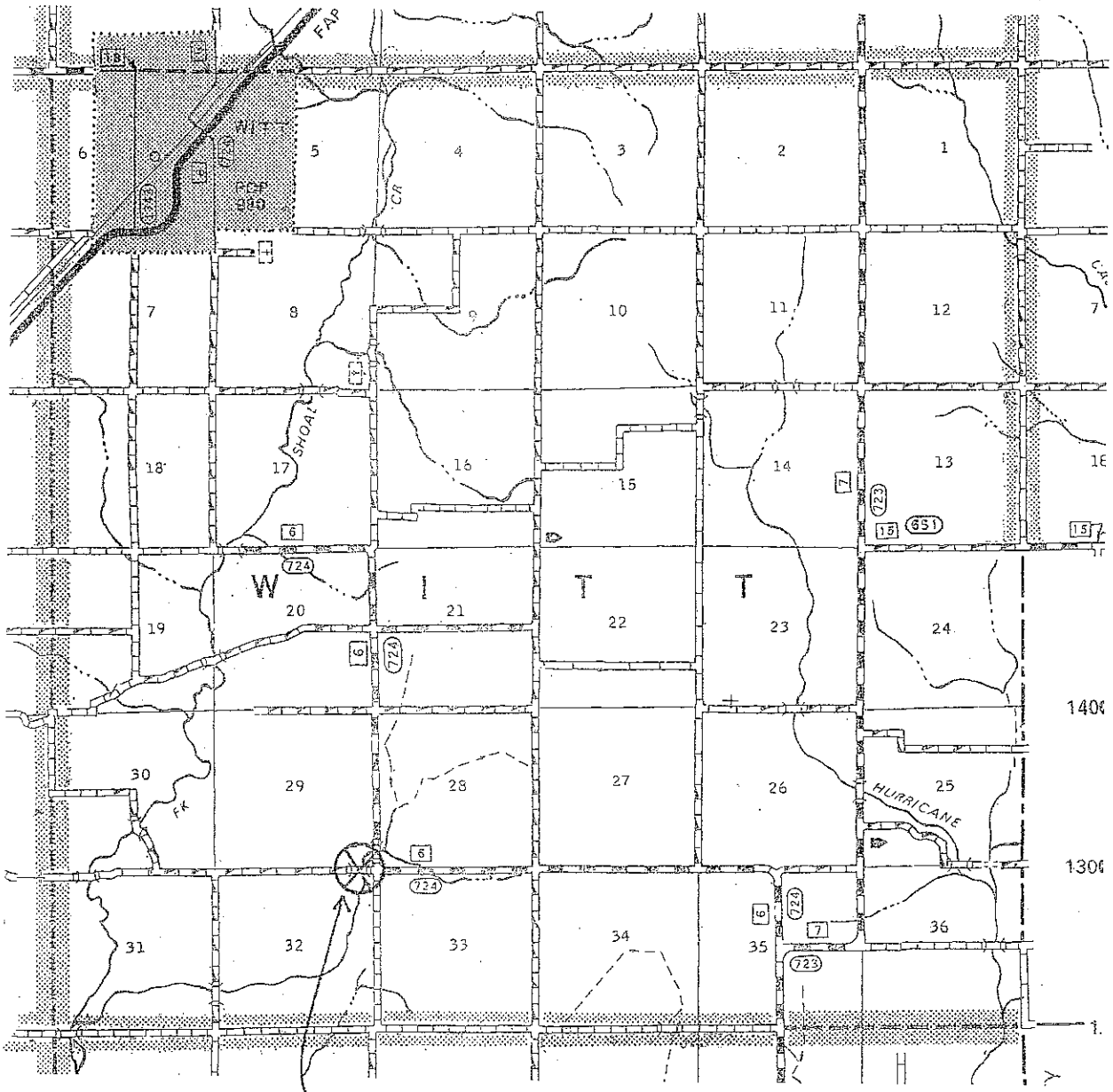
DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1126 B-CA N 13th Avenue	Witt Road District	50 %	24,000.00
	Montgomery County	50 %	24,000.00
	TOTAL =	100 %	$ 48,000.00

BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 9th day of June, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)



1126 B-CA, N. 13TH AVENUE

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

This amendment to the Montgomery County Enterprise Zone Ordinance and Intergovernmental Agreement, dated this 14th day of July 2015, by and among the County of Montgomery, Illinois, the Cities of Hillsboro, Litchfield, Coffeen, Nokomis, and Witt and the Villages of Schram City, Taylor Springs, Coalton, Irving and Raymond, Illinois.

SECTION I: Amendments;

(a) To set an Enterprise Zone Fee Schedule pursuant to 20 ILCS 655/8.2c. The Zone Administrator shall charge no more than 0.5% of the cost of building materials of the project associated with the specific Enterprise Zone, with a maximum fee of no more than $50,000. The project has to be certified by the Zone Administrator. Certification will be granted only after completion of the Enterprise Zone Application forms and payment of application fee as follows: Application fee will be one half percent (0.5%) of the cost of building materials for new construction and renovation and will be due at the time of certification of project by the Enterprise Zone Administrator and no fee shall e ed $50,000;

(b) Abatement of taxes on any parcel shall not exceed the amount reported on the EZ project information forms that is attributable to the construction of the improvements and the renovation or rehabilitation of the existing improvements on such parcel;

(c) That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100% to the County Board Administration Office.

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 Economic Opportunity.

(e) On the 1st day of July, 2015 a public hearing was conducted within the zone area on the question of whether to implement an Enterprise Zone Fee to businesses that apply for a sales tax exemption or property tax abatement. 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 III: Term and Effect.

The term of the Enterprise zone shall commence with the date the Enterprise Zone was designate d 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. 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 the Enterprise Zone Agreement, the previous Enterprise Zone Intergovernmental Agreement and amendments thereto shall remain in full force and effect.

COUNTY OF MONTGOMERY, ILLINIOS: **Attest:**

By _____ _____ **Date:** 7/14/15

Roy Hertel,
County Board Chairman

Sandy Leitheiser
County Clerk

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CITY OF HILLSBORO, ILLINOIS Attest:

By _____ _____ Date: _____
Brian Sullivan, Mayor Cory Davidson, City Clerk

CITY OF LITCHFIELD, ILLINOIS Attest:

By _____ _____ Date: _____
Steve Dougherty, Mayor Carol Burke, City Clerk

VILLAGE OF SCHRAM CITY, ILLINOIS Attest:

By _____ _____ Date: _____
Albert Oberle, Mayor Janet Stewart, Village Clerk

VILLAGE OF TAYLOR SPRINGS, IL Attest:

By _____ _____ Date: _____
Elwin Saathoff, Mayor Cindy Laurent, Village Clerk

CITY OF COFFEEN, ILLINOIS Attest:

By _____ _____ Date: _____
Sheila White, Mayor Carolyn Cooper, City Clerk

VILLAGE OF IRVING, ILLINOIS Attest:

By _____ _____ Date: _____
Bill Jurgena, Mayor Marilyn Taylor, Village Clerk

CITY OF NOKOMIS, ILLINOIS Attest:

By _____ _____ Date: _____
Terry Hill, Mayor Angela Keggy, City Clerk

VILLAGE OF RAYMOND, LLINOIS Attest:

By _____ _____ Date: _____
Denny Held, Mayor Yvonne Martin, Village Clerk

CITY OF WITT, ILLINOIS Attest:

By _____ _____ Date: _____
Lenny Homa, Mayor Angela Lynch, City Clerk

VILLAGE OF COALTON, ILLINOIS Attest:

By_____ _____ Date: _____
Rick Cearlock, Mayor Kay Cook, Village Clerk

Ordinance No. 07-2015

An Ordinance Amending the Montgomery County Enterprise Zone and Intergovernmental Agreement, dated this 14th day of July 2015, by and among the County of Montgomery, Illinois, the Cities of Hillsboro, Litchfield, Coffeen, Nokomis, and Witt and the Villages of Schram City, Taylor Springs, Coalton, Irving and Raymond, Illinois.

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 April 21st, 2009 and;

WHEREAS, the Montgomery County Enterprise Zone received a certification from DCEO on January 9th, 2009 to extend the termination date of the County Enterprise Zone to February 28th, 2020.

WHEREAS, the Montgomery County Enterprise Zone received a certification from DCEO on May 25, 2011 to add the units of government to include the cities of Nokomis and Witt and the Villages of Coalton, Irving and Raymond.

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

SECTION I: <u>Amendments:</u>

(a) To set an Enterprise Zone Fee Schedule pursuant to 20 ILCS 655/8.2c. The Zone Administrator shall charge no more than 0.5% of the cost of building materials of the project associated with the specific Enterprise Zone, with a maximum fee of no more than $50,000. The project has to be certified by the Zone Administrator. Certification will be granted only after completion of the Enterprise Zone Application forms and payment of application fee as follows: Application fee will be one half percent (0.5%) of the cost of building materials for new construction and renovation and will be due at the time of certification of project by the Enterprise Zone Administrator and no fee shall exceed $50,000;

(b) Abatement of taxes on any parcel shall not exceed the amount reported on the EZ project information forms that is attributable to the construction of the improvements and the renovation or rehabilitation of the existing improvements on such parcel;

(c) That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100% to the County Board Administration Office.

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

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

PASSED AND ADOPTED This 14th **day of** July**, 2015.**

Ayes: 20

Nays: 0

Present: 20

Absent: 1

APPROVED This 14th **day of** July**, 2015.**

~~Board~~ **Chairman: Roy Hertel**

ATTEST:

County Clerk: Sandy Leitheiser

STATE OF ILLINOIS)
) SS
COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, do hereby certify that I am the County Clerk of the County of Montgomery, Illinois, and I do further certify that I am the keeper of the records, file ordinances, resolutions and records thereof of the County of Montgomery, Illinois, by virtue of my official position as aforesaid, and that the above and foregoing Ordinance No. 07-2015, entitled "AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS THE CITIES OF HILLSBORO, LITCHFIELD, COFFEEN, NOKOMIS AND WITT, and the VILLAGES OF SCHRAM CITY, TAYLOR SPRINGS, COALTON, IRVING AND RAYMOND ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE", adopted at a regular meeting of the County Board of Montgomery County, Illinois on this 14th day of July 2015, is a true and correct and perfect copy of said Ordinance as it appears from the original of said Ordinance and the record thereof now on file.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County of Montgomery, Illinois, this 14th, day of July 2015.

MONTGOMERY COUNTY
BY: Sandy Leitheiser
SANDY LEITHEISER, County Clerk

(SEAL)

07-15-003

RESOLUTION

0615910

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

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

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-455-007

As described in certificates(s) : 2011-00040 sold October 2012

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

WHEREAS, Village of Raymond, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 14th day of July 2015

ATTEST:

Sandy Lotthuser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-15-002

RESOLUTION

0615905

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

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

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-455-008

As described in certificates(s) : 2011-00041 sold October 2012

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

WHEREAS, Village of Raymond, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 14th day of July, 2015

ATTEST:

Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-15-001

RESOLUTION

0615908

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

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

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-476-010

As described in certificates(s) : 2011-00043 sold October 2012

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

WHEREAS, Village of Raymond, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 14th day of July, 2015

ATTEST: Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

07-15-001

Pending Sheriff signature

Intergovernmental Agreement
City of NOKOMIS, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services

THIS AGREEMENT, is made and entered into this 14th day of July in the year of 2015, by and between the County of Montgomery, Illinois and City of Nokomis, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as thereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Nokomis from 1 July 2015 to 30 November 2015, Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Nokomis Police Department from Montgomery County Sheriff's Office 24 hours per day, 7 days per week, unless otherwise agreed to, in writing by the parties.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Nokomis, if any.
4. The City of Nokomis will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Nokomis residents to contact police services.
5. The City of Nokomis will pay the County of Montgomery for said radio and telephone services for fee of $21,000. Said fee will be paid in five monthly installments of $1,750.00.
6. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Nokomis City Police unit and the Montgomery County Sheriff's Office.
7. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Nokomis Police Department, to the Nokomis Police Department for each communications transaction.
8. The Chief of Police of the City of Nokomis and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
9. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Nokomis, and the request of the City of Nokomis, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
10. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Nokomis Police Department shall be made available to the Nokomis Police Department on a weekly basis.

11. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
12. The term of this agreement will continue for a period of five (5) months, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
13. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

ATTEST: _____
County Clerk & Recorder

COUNTY OF MONTGOMERY

BY: _____
Montgomery County Board Chairman

ATTEST: Angela Keagy
Nokomis City Clerk

CITY OF NOKOMIS:

BY: Perry Hill
City of Nokomis Mayor

Approved: _____
Nokomis Police Chief

Approved: _____
Montgomery County Sheriff

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-10

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

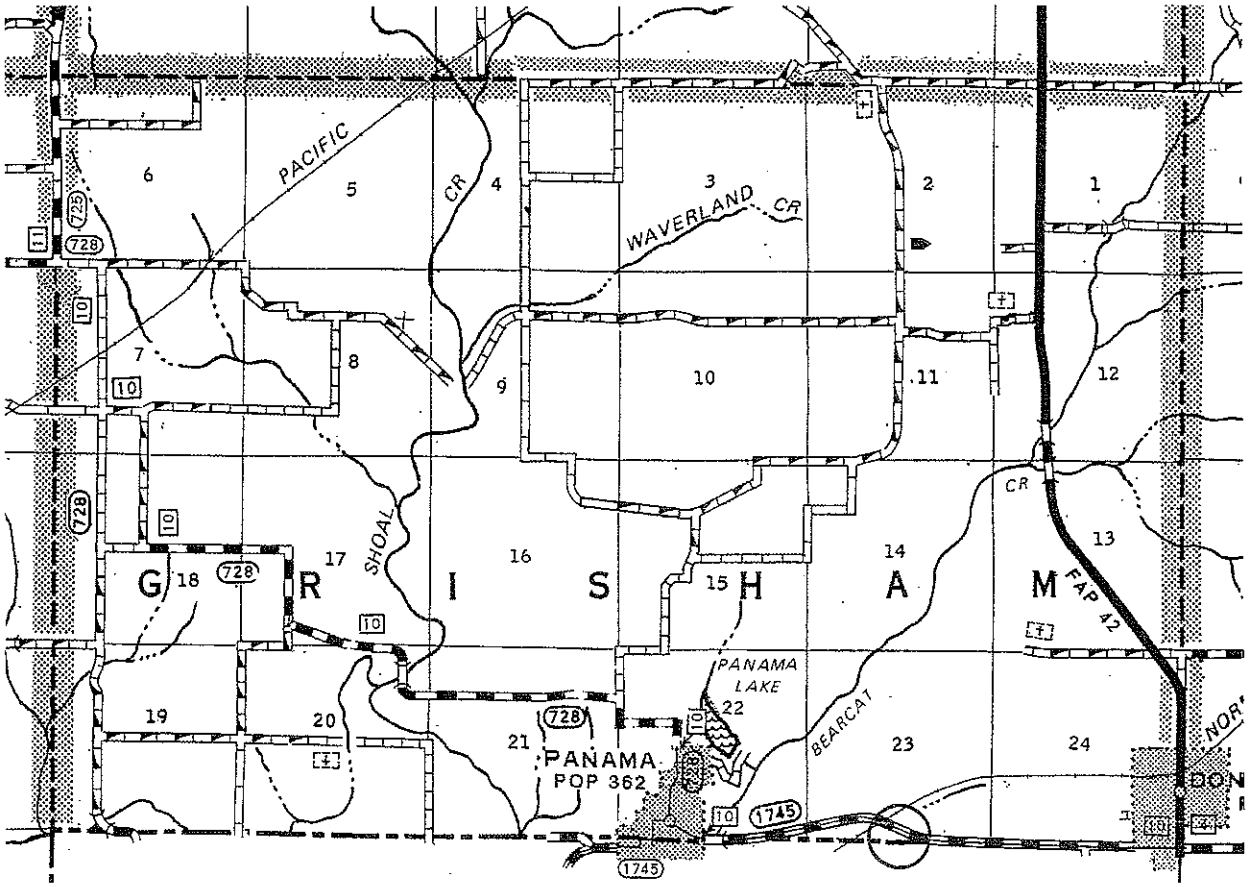
DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1127 B-CA Donnellson Avenue C.H. #10	Montgomery County	100 %	$7,000.00
		%	
	TOTAL =	100 %	$ 7,000.00

BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 11th day of August, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)


PACIFIC
CR
WAVERLAND CR
SHOAL
CR
PANAMA LAKE
BEARCAT
PANAMA
POP 362
FAP 42
G R I S H A M
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1745

Municipality	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Name: McDonough-Whitlow, P.C.
Township: Hillsboro		**Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**		Address: P.O. Box A, 9025 IL Rte. 127
County: Montgomery				City: Taylor Springs
Section: 15-08114-00-RR				State: Illinois

THIS AGREEMENT is made and entered into this 11th day of Aug, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Red Bridge Road Route TR 180 Length 0.3 miles Structure No. n/a

Termini Approximately 0.1 miles south of to 0.2 miles north of crossing of Union Pacific Railroad mile post 236.76-STL.

Description
Improve the highway approach grades to meet the minimum requirements of 92 ILL Admin. Code 1535.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation o detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

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

NOTE Four copies to be submitted to the Regional Engineer

g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

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

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.***

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the s DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, ~~1i,~~ 2, 3, 5 and accordance with one of the following methods indicated by a check mark:

   a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☒ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

   Schedule for Percentages Based on Awarded Contract Cost

~~Awarded Cost~~		Percentage Fees	
~~Under $50,000~~	Lump Sum	$16,400.00	(see note)
			%
			%
			%
			%
			%

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

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f~~, 1h, ~~1j and 1k~~ of THE ENGINEER AGREES at the h rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal/Structural Engineer	$150.12	Survey/Field Technician II	$66.23
QC/QA Manager	$150.12	Survey/Field Technician I	$51.51
Engineer VI	$136.88	Technician IV	$77.27
Engineer V	$128.05	Technician III	$69.91 - $72.12
Engineer IV	$107.74	Technician II	$58.87
Engineer III	$104.50	Technician I	$50.04
Engineer II	$88.31	Office Administrator	$77.27
Engineer I/Land Surveyor I	$66.23	Clerical I	$44.89 - $52.98
Land Surveyor	$126.57		

($9,100.00 estimated maximum)

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as ·acticable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER
   for his actual costs plus 194.36 percent incurred up to the time he is notified in writing of such abandonment ·ıctual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. ı raveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 194.36 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition

and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA: Montgomery County (Municipality/Township/County) of the

State of Illinois, acting by and through its Chairman

ATTEST:

By Sandy Lott

Montgomery County Clerk

(Seal)

By [signature]

Title: Montgomery County Board Chairman

Executed by the ENGINEER: McDONOUGH - WHITLOW, P.C.

TONI M. McDONOUGH

ATTEST:

By [signature]

Title: PRESIDENT

Title:

Approved

Date

Department of Transportation

Regional Engineer

Municipality	LOCAL AGENCY	Illinois Department of Transportation **Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**	CONSULTANT	Name: McDonough-Whitlow, P.C.
Township: Hillsboro				Address: P.O. Box A, 9025 IL Rte. 127
County: Montgomery				City: Taylor Springs
Section: 15-08115-00-RR				State: Illinois

THIS AGREEMENT is made and entered into this 11th day of Aug, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Miller Branch Trail Route TR 321 Length 0.2 miles Structure No. n/a

Termini Approximately 0.1 miles each way from crossing of Union Pacific Railroad milepost 236.23 - STL.

Description
Improve the highway approach grades to meet the minimum requirements of 92 ILL Admin. Code 1535.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

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

NOTE Four copies to be submitted to the Regional Engineer

g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

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

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.***

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, ~~1i,~~ 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b. ☒ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

~~Awarded Cost~~		Percentage Fees	
~~Under $50,000~~	Lump Sum	$11,400.00	(see note)
		_____	%
		_____	%
		_____	%
		_____	%
		_____	%

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

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f~~, 1h, ~~1j and 1k~~ of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal/Structural Engineer	$150.12	Survey/Field Technician II	$66.23
QC/QA Manager	$150.12	Survey/Field Technician I	$51.51
Engineer VI	$136.88	Technician IV	$77.27
Engineer V	$128.05	Technician III	$69.91 - $72.12
Engineer IV	$107.74	Technician II	$58.87
Engineer III	$104.50	Technician I	$50.04
Engineer II	$88.31	Office Administrator	$77.27
Engineer I/Land Surveyor I	$66.23	Clerical I	$44.89 - $52.98
Land Surveyor	$126.57		

(For Item 1h. $9,100.00 estimated maximum)

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work require paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER
   for his actual costs plus 194.36 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 194.36 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition

and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

State of Illinois, acting by and through its

Chairman

By [signature]

Title: County Board Chairman

ATTEST:

By Sandy Lostherson

Montgomery County Clerk

(Seal)

Executed by the ENGINEER:

M. DONOUGH - WHITLOW, P.C.

TONI M. McDONOUGH

ATTEST:

By [signature]

Title: PRESIDENT

Title:

Approved

Date

Department of Transportation

Regional Engineer

Montgomery County
Mutual Aid Agreement

THIS AGREEMENT is entered into and among the various political subdivisions listed in attachment "A" whose officials have subscribed hereto on the 11th day of August, 2015.

The parties hereto, pursuant to the "Illinois Emergency Management Agency Act" and charged with the responsibility of providing in as much as possible adequate protection for all property within their respective territories, desire to enter into an agreement, for the mutual assistance in the protection of respective territories from local emergencies or disasters, and do hereby agree on behalf of their respective bodies politic as follows:

1. Each party hereto will, upon request and whenever possible, furnish assistance with equipment, supplies, and personnel within the territorial limits of the other district or jurisdiction who is party to this agreement.

2. It is understood by the parties hereto that the primary responsibility of each party is to protect its own territory and that each party hereto may maintain standby equipment within its own territory and, in the event of a call within its own territory, refuse to respond to a request for aid from the other parties.

3. The parties hereby agree that a request for aid shall be coordinated through the Montgomery County Emergency Management Agency. The request for aid will include the location in which to respond, mission assignment, the person whom to report and communication instructions for the responding units.

4. Equipment and personnel at the site of an emergency/disaster shall be under the sole control and direction of the officer in command of the responding party furnishing such equipment and personnel, and such officer shall have the absolute right to remove such equipment and personnel at such time as he/she shall decides to do so. However, the chain of command of the requesting party shall be in overall command of all parties' personnel and equipment responding to such emergency/disaster, and shall direct the activities of all parties and equipment for the incident.

5. Each party hereto waives any and all claims against the other parties for loss, damage, personal injury, or death that may arise in consequences of the performance of the terms of this agreement, and no party or person shall under any circumstance, be held liable for any loss or damage by reason of any failure to effectively perform at any emergency/disaster in the territory of another party.

6. The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the responding units prohibit response. It is the responsibility of the responding units to immediately notify the requesting party of the inability to respond; however, failure to immediately notify the requesting party of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agent and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

7. It is hereby understood that the responding party will be treated as contract labor / equipment and will be reimbursed (e.g. regular and overtime labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at the adopted usual and customary rates.

8. This Agreement shall become effective when parties have executed the agreement by signatures, and shall remain in full force and effect thereafter for the period of three years. Parties hereto may withdraw from this agreement by giving written notice to the Montgomery County Emergency Management Agency of its withdrawal upon a date not less than thirty (30) days prior to the date of withdrawal. The original signature document will be maintained by the Montgomery County Emergency Management Agency.

Date 8/11/15

Signed: Sandy Leitheiser
County Clerk, Sandy Leitheiser

Signed: Roy Hertel
Roy Hertel
County Board Chairman

Date 8/11/15

08-15-003

RESOLUTION

0615913

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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-406-001

As described in certificates(s) : 2011-00282 sold October 2012

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

WHEREAS, City of Witt, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 15

ATTEST:

Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-003

08-15-002

RESOLUTION

0615912

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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-329-005

As described in certificates(s) : 2011-00276 sold October 2012

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

WHEREAS, City of Witt, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 2015

ATTEST:

Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-002

08-15-001

RESOLUTION

0615911

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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-05-105-002

As described in certificates(s) : 2011-00247 sold October 2012

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

WHEREAS, City of Witt, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 15

ATTEST:

Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-001

08-15-006

RESOLUTION

0615919

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-32-435-003

As described in certificates(s) : 2011-00155 sold October 2012

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

WHEREAS, City of Litchfield, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 15

ATTEST:

Sandy Lutherson
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-006

08-15-007

RESOLUTION

0615920

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-401-003

As described in certificates(s) : 2011-00190 sold October 2012

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

WHEREAS, City of Litchfield, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 2015

ATTEST:

Sandy Litherland
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-007

08-15-008

RESOLUTION

0615921

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

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

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-04-251-013

As described in certificates(s) : 2011-00310 sold October 2012

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

WHEREAS, City of Litchfield, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll-call~~ vote this 11th day of August, 2015

ATTEST:

Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-008

08-15-009

RESOLUTION

0615922

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

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

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-04-429-009

As described in certificates(s) : 2011-00334 sold October 2012

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

WHEREAS, City of Litchfield, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 2015

ATTEST:

Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-009

08-15-010

RESOLUTION

0615923

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

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

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-05-278-012

As described in certificates(s) : 2011-00351 sold October 2012

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

WHEREAS, City of Litchfield, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 2015

ATTEST:

Sandy Litherland
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-15-010

BOOK 14 PAGE 276

RESOLUTION

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

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

PITMAN TOWNSHIP

PERMANENT PARCEL NUMBER: 03-28-201-001

As described in certificates(s) : 2009-00008 sold November 2010

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

WHEREAS, Steven R Webb, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 2015

ATTEST: Sandy Leithauser
CLERK

COUNTY BOARD CHAIRMAN

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE (REV. August 2015)

ALL UTILITIES
AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
DIRECT ENERGY
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION – (Renamed DC WASTE & RECYCLING)
VERIZON WIRELESS

CONTRACTUAL AND LEASE SERVICES
CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS
~~ZOBRIO~~ (deleted August 2015)

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

POSTAGE
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS
UPS
U.S. POST OFFICE

OTHER
BLOOME WATER
BOND COUNTY HEALTH DEPARTMENT
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
J.T.C. PETROLEUM
LITCHFIELD BITUMINOUS CORPORATION
LOUIS MARSCH
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER – MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
NEWMAN SIGNS

NOKOMIS QUARRY
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE
BLUE CROSS BLUE SHIELD HEALTH INSURANCE
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
DEARBORN LIFE INSURANCE
DEDUCTION CHECKS
GUARDIAN DENTAL/VISION INSURANCE
ILLINOIS PUBLIC RISK FUND
IDES (UNEMPLOYMENT TAX)
IL 501 (STATE PAYROLL TAX)
IMRF (RETIREMENT)
IRS-941 (FEDERAL PAYROLL TAX)
REIMBURSE SALARIES
SOCIAL SECURITY
TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) Flex 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 August 11th, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

BOOK 14 PAGE 279

RESOLUTION NO. 08-2015

RESOLUTION OF THE MONTGOMERY COUNTY BOARD

ABOLISHING THE OFFICE OF JURY COMMISSIONER

WHEREAS, Montgomery County presently has 3 Jury Commissioners as appointed by the Circuit Judges of the Fourth Judicial Circuit, pursuant to the Jury Commission Act, 705 ILCS 310/0.01; and,

WHEREAS, the Montgomery County Circuit Clerk has contracted with Judicial Systems, Inc., of Tyler, Texas, for providing computer software and related technical services necessary to the implementation of a computerized jury selection system; and,

WHEREAS, the Montgomery County Board, after a considered review of the procedures in effect within the County to ensure the list of potential jurors are a representative cross section of the community, has determined that no necessity or reason exists for the continued use of the office of jury commissioner;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board, as follows: The Office of Jury Commissioner as enumerated in the Jury Commission Act, 705 ILCS 310/0.01, *et. seq.* shall be abolished effective August 11th, 2015. The Montgomery County Board acknowledges the devoted service of current and past jury commissioners, and appreciates the willingness of the citizens of Montgomery County to serve in that capacity.

This Resolution is executed this 11th day of August, 2015.

Roy Hertel, Chairman of the County Board

Attest:

Sandy Leitheiser, County Clerk and Recorder

Ms. Holmes and Montgomery County Finance Committee:

Below is the proposed Fiscal Year 2016 Budget for the Farmersville-Waggoner Area Ambulance Service:

Depreciation Fund	$19,200.00
Insurance	$9,000.00
Utilites	$4,000.00
Billing Fees	$2,900.00
Salaries	$44,000.00
Medical Supplies	$9,000.00
Vehicle Maint.	$6,500.00
EMT Training	$1,500.00
Misc.	$4,000.00
Contingency	$4,000.00
Total Expenses	**$104,100.00**
Estimated Income	$32,100.00
Budgeted Monies Requested	**$72,000.00**

Respectfully Submitted:

Michael D. Webb, Treasurer
Farmersville-Waggoner
Area Ambulance Service

COPY

NOKOMIS-WITT AREA AMBULANCE SERVICE
Jim Miller President
Joletta Hill, Supervisor
2016 BUDGET

INCOME:	
ANTICIPATED COLLECTIONS	$211,000.00
TAX LEVY .40@53 MILLION	$214,000.00
CARRIED OVER	$0.00
TOTAL PROJECTED REVENUE	**$425,000.00**
EXPENSES:	
WAGES (FULL& PART TIME)	$194,150.00
TAXES (STATE & FICA)	$34,500.00
REAL ESTATE TAXES	$1,000.00
IMMERCIAL INSURANCE	$10,000.00
WORKMENS COMP	20,800.00
MEDICAL INSURANCE	$8,000.00
RETIREMENT INSURANCE	$5,200.00
AMBULANCE REPAIRS	$5,000.00
VEHICLE PAYMENT	$14,000.00
VEHICLE FUEL	$10,000.00
AMBULANCE AND EQUIP INSPECTION	$300.00
TELEPHONE (OFFICE, DEDICATED,CELL)	$5,000.00
EDUCATION FOR FULLTIME	$1,000.00
OFFICE UTILITIES	$5,000.00
OFFICE SUPPLIES	$1,100.00
CLEANING SUPPLIES	$1,100.00
MEDICAL SUPPLIES	$13,500.00
OFFICE COPIER LEASE	$1,800.00
AMBULANCE EQUIPMENT	$10,000.00
NK CHARGES/ LOAN INTERST	$4,425.00
POSTAGE	$275.00
BILLING OFFICE	$9,000.00
ACCOUNTING SERVICES	$3,000.00
LINE OF CREDIT	$50,000.00
TREASURER	$4,500.00
TOTAL PROJECT EXPENSES	**$412,650.00**
PROJECTED REMAINING INCOME	$12,350.00

SUBMITTED BY

JOLETTA HILL, SUPERVISOR

COPY

RAYMOND-HARVEL AREA AMBULANCE
2016 BUDGET
12-01-2015 TO 11-30-2016

EXPENSES:

1.	Ambulance	
	Fuel	3500.
	Maintenance	3000.
2.	Telephone, paging	4000.
3.	Ambulance	
	Equipment exp.	10000.
	Supplies	7000.
4.	Building expenses	7200.
5.	Clerical	2000.
6.	Squad Expense	16000.
7.	Insurance	8000.
8.	Ambulance replacement savings	16000.
9.	Radio Maintenance/replacement savings	4000.
10.	Wages, Payroll Expense	20000.
TOTAL		100700.

ANTICIPATED RECEIPT:

MCAS	42800.
Montgomery County Taxes	54000.
Christian County Taxes	3900.
TOTAL	100700.

This budget was approved by the Board of Directors of the Raymond-Harvel Area Ambulance, Inc. on April 8, 2015

President Director
Secretary Director
Treasurer

COPY

BOOK 14 PAGE 283

City of Litchfield, Illinois

120 East Ryder
www.cityoflitchfieldil.com

Steven Dougherty
Mayor
Phone (217) 324-5253
Fax (217) 324-5619

Carol Burke
City Clerk
Phone (217) 324-2022
Fax (217) 324-0402

June 5, 2015

Diana Holmes
Montgomery County EMA
120 N Main Street
Hillsboro IL 62049

Dear Ms. Holmes,

Enclosed is an original of the Litchfield Ambulance Operating Fund budget for the fiscal year May 1, 2015 – April 1, 2016. It also contains the City seal.

If you need anything further, please do not hesitate to contact me.

Sincerely,

Carol E. Burke

Carol E. Burke
City Clerk

Enc.

COPY

BOOK 14 PAGE 28

CITY OF LITCHFIELD, ILLINOIS
PROPOSED BUDGET
MAY 1, 2014 - APRIL 30, 2015

Special Revenue Fund	BUDGET Y/E 04/15	BUDGET Y/E 04/16	ESTIMATED RESULTS Y/E 04/14	BUDGET Y/E 04/14	ACTUAL Y/E 04/13
Ambulance Fund (102):					
Revenues:					
Ambulance R/E Taxes	181,000	181,000	181,085	180,000	178,000
Interest Income	400	300	391	100	487
Miscellaneous Receipts	-	-	4,933	-	314
Patient Fees	415,000	440,000	391,736	350,000	366,459
Total Revenues	596,400	621,300	578,145	530,100	545,260
Operating Transfers:	175,000	170,000	200,000	210,000	130,000
Expenditures:					
Salaries	464,886	492,422	453,148	454,918	439,25
Overtime	45,000	45,000	61,737	46,500	49,472
Holiday Pay	18,421	18,789	16,113	16,113	15,180
Payroll Taxes	6,741	7,140	8,334	7,355	7,727
Hospital & Life Insurance	45,489	50,038	42,876	40,336	36,404
Medical Reimbursement	16,905	16,905	16,770	16,905	16,685
Physicals & Licenses	800	800	1,104	750	569
Administration Fee	23,000	23,500	22,464	25,500	22,370
Dues & Subscriptions	100	100	220	100	-
Vehicle Repair	10,000	10,000	12,015	7,500	4,543
Vehicle Fuel	28,000	28,000	28,582	26,000	24,263
Repairs & Maintenance - Equip.	6,000	6,000	5,750	5,750	10,424
Radio Expense	1,500	1,500	1,500	1,500	1,267
Telephone	1,020	1,020	820	1,000	941
Supplies & Materials	4,500	4,500	4,000	4,000	3,829
Medical Supplies	12,500	12,500	12,500	12,500	9,291
Bond & Insurance	60,750	63,000	55,237	38,000	37,993
Uniforms	3,000	3,000	3,000	3,000	3,066
Training/School Expense	6,500	6,500	5,990	5,000	4,986
Computer Expense	2,000	2,000	1,816	3,000	1,393
Professional Services	9,000	10,000	9,023	9,000	8,825
Total Expenditures	766,112	802,714	762,998	724,727	698,48
Transfer to Equipment Replacement Fund	-	-	-	-	60,000
Capital Outlays:					
Computer	1,000	-	-	-	-
Equipment	10,000	15,000	15,000	15,000	4,212
Total Capital Outlays	11,000	15,000	15,000	15,000	4,212
Total Outflows	777,112	817,714	777,998	739,727	762,698
Surplus/(Deficit)	(5,712)	(26,414)	147	373	(87,438)
Beginning Fund Balance	55,959	50,247	55,812		
Ending Fund Balance	50,247	23,833	55,959		

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BOOK 14 PAGE 285

HILLSBORO AREA AMBULANCE SERVICE INC.
2016 BUDGET
(12/1/15 THROUGH 11/30/16)

REVENUE:

1. Anticipated fees collected:	$730,000.00
2. Interest:	$ 4,000.00
3. Contract with County (taxes):	$ 85,000.00
Total:	$819,000.00

EXPENSES

Operational Expenses:

1. Salaries:	$475,000.00
2. Payroll Taxes:	$ 40,000.00
3. Ambulance Supplies:	$ 24,100.00
4. Telephone:	$ 6,940.00
5. Postage:	$ 180.00
6. Repairs and Maintenance:	$ 7,625.00
7. Vehicle:	$ 50,000.00
8. Office Supplies:	$ 4,000.00
9. Insurance:	$ 54,575.00
10. Training:	$ 9,600.00
11. Billing Service:	$ 36,000.00
12. Professional Fees:	$ 4,300.00
13. Depreciation:	$120,000.00
14. Advertising:	$ 400.00
15. Uniforms:	$ 1,200.00
16. Meals:	$ 3,335.00
17. Taxes and Licenses:	$ 620.00
18. Dues and Subscriptions:	$ 235.00
19. Retirement Plan:	$ 900.00
20. Hospital Payments	$ 6,000.00
21. Medical Expenses	$ 500.00
22. Miscellaneous:	$ 4,580.00
23. Property Taxes:	$ 27,000.00
24. Utilities:	$ 8,630.00
25. Office Equipment:	$ 10,000.00
Total operational expense:	$895,720.00

COPY

RECEIVED

This budget assumes that the Montgomery County Board will agree to a contract with Hillsboro Area Ambulance Service to provide service for the amount of $85,000.00 to be paid by the County from taxes, which amount is the same amount approved last year.

This Budget includes substantial increases for salaries, payroll taxes and training based upon the possibility that the Service may increase the in house crew coverage from 16 hours per day to 24 hours per day. If that is done it will require an increase in employment of the equivalent of 3 full time employees with all related expenses. This change is speculative at this time, and if done in 2016 would probably be for only part of the year. Therefore, the Service will pay for it out of reserves and not a tax increase if we decide to proceed with the change. The budget as proposed shows a deficit of $76,720.00.

This budget was approved by the Board of Directors of Hillsboro Area Ambulance Service on May 19, 2015.

Stephen R. Cullison

Authorized Officer of
Hillsboro Area Ambulance Service

09-15-002

RESOLUTION

0815904

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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-134-004

As described in certificates(s) : 2011-00116 sold October 2012

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

WHEREAS, Village of Coalton, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 8th day of September, 2015.

ATTEST:

Sandy Southerson
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-15-002

09-15-001

RESOLUTION

0815903

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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-341-002

As described in certificates(s) : 2011-00124 sold October 2012

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

WHEREAS, Village of Coalton, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of September, 2015

ATTEST: Sandy Southerser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-15-001

Municipality N.	LOCAL AGENCY	Illinois Department of Transportation **Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**	CONSULTANT	Name McDonough-Whitlow, P.C.
Township Nokomis				Address 9025 Illinois Rte 127, PO Box A
County Montgomery				City Taylor Springs
Section 15-10120-00BR				State IL

THIS AGREEMENT is made and entered into this 13th day of Oct., 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Cottonwood Bridge Route Cottonwood Trail Length 0.4 miles Structure 068-3098

Termini Approximately 1000' each direction from the Bridge

Description
Replace structure and associated roadway alignment for Cottonwood Bridge including hydraulic report, topographic and hydraulic and ROW surveys. Existing structure is a steel beam bridge on closed abutments and will be replaced with a PPC Deck Beam bridge on pile bent abutments. Geotechnical investigation will be coordinated with a subconsultant with fee included.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☒ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e. ☒ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or ~~Channel Change sketch, Utility plan and locations and Railroad Crossing~~ work agreements.

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

NOTE Four copies to be submitted to the Regional Engineer

g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

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

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.

(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.

(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.

(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.

(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)

a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.

b. Establishment and setting of lines and grades.

c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.

e. Revision of contract drawings to reflect as built conditions.

f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.***

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, ~~1i,~~ 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a ☒ A sum of money equal to $61,900 ~~percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT~~ not to exceed, to be invoiced monthly on an hourly basis per the attached rate schedule.

b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs ~~1b, 1c,~~ 1d, ~~1e, 1f, 1h,~~ 1i, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER ~~plus a five (5) percent service charge~~. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee (see attached rate schedule)	**Hourly Rate**
Principal Engineer	
Resident Construction Supervisor	
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015 . In event the services of the ENGINEER extend beyond 01/01/2016 , the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER
   for his actual costs plus 0% percent incurred up to the time he is notified in writing of such abandonment, "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductio Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 194 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

ATTEST:

By Sandy Lutheiser

Montgomery County Clerk

(Seal)

State of Illinois, acting by and through its

County Board Chairman,

By X [signature]

Title: Chairman

E ed by the ENGINEER:

OFFICIAL SEAL
TIFFANY KNEBEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/11/18

ATTEST:

By Tiffany Knebel

Title: Notary Public

Toni M. McDonough

McDonough-Whitlow, P.C.

9025 IL Route 127, PO Box A, Taylor Springs, IL 62089

[signature]

Title: President

Approved

Date

Department of Transportation

Regional Engineer

Classification	Billing Rate
Principal/Structural Engineer [1]	$150.12
QC/QA Manager	$150.12
Engineer VI [2]	$136.88
Engineer V [2]	$128.05
Engineer IV	$107.74
Engineer III	$104.50
Engineer III	$104.50
Engineer II	$88.31
Engineer I/Land Surveyor I	$66.23
Land Surveyor [2]	$126.57
Survey/Field Technician II	$66.23
Survey/Field Technician I	$51.51
Technician IV	$77.27
Technician III	$69.91
Technician III	$69.76
Technician III	$72.12
Technician II	$58.87
Technician I	$50.04
Office Administrator	$77.27
Clerical I	$44.89
Clerical I	$52.98
Expert Witness	$300.25

Annual salary adjustments (raises) are given the first full pay period of the calendar year and some intermediate merit raises mid-year which are generally 2%-5% increases.

[1]: Principal

[2]: Project Manager

M ility Montgomery County Highway Dpt.	LOCAL AGENCY	Illinois Department of Transportation **Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**	CONSULTANT	Name Hurst-Rosche, Inc.
Township N. Fillmore				Address 1400 E. Tremont St.
County Montgomery				City Hillsboro
Section 15-05120-00-BR				State Illinois

THIS AGREEMENT is made and entered into this 13th day of Oct., 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

N. N. 11th Ave. over Dry Fork

Route TR 275 Length 0.04 Mi. 200 FT (Structure No. 068-3220(E))

Termini

Description:

Bridge Replacement. This agreement includes Addendum #1, referencing "The LA Agrees, 1".

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans

   b. ☒ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.

   ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

   e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, ~~and/or Channel Change sketch~~, ~~Utility plan and locations,~~ ~~and Railroad Crossing work agreements~~.

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

   g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

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

Note: Four copies to be submitted to the Regional Engineer

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed b and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 171 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 171 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

Montgomery County Highway Department of the
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

ATTEST:

By Sandy Leatherser

Montgomery County Clerk
(Seal)

By

Title County Board Chairman

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

Hillsboro, IL 62049

ATTEST:

By

Scott Hunt, PE

Title Director

By

Ruben V. Boehler, PE, SE

Title Structural Engineer

Approved

Date

Department of Transportation

Regional Engineer

ADDENDUM #1

Replace paragraph 1. Of "The LA Agrees" in its entirety with:

1. **To pay the ENGINEER as compensation for all services as stipulated in paragraphs 1,2,3,5 and 6 of the ENGINEER AGREES section in accordance with the following fee schedule, invoiced hourly not to exceed $41,000.**

Hurst-Rosche Engineers, Inc.
Fee Schedule, effective January 1, 2015

CLASSIFICATION	HOURLY RATE*
Engineer IV	147.00
Engineer III	124.00
Engineer II	102.00
Engineer I	85.00
Architect IV	143.00
Architect III	105.00
Architect II	82.00
Architect I	69.00
Land Surveyor IV	123.00
Land Surveyor III	92.00
Land Surveyor II	78.00
Survey Tech I	46.00
Engineering Technician VI	110.00
Engineering Technician V	95.00
Engineering Technician IV	86.00
Engineering Technician III	71.00
Engineering Technician II	66.00
Engineering Technician I	53.00
CADD Technician IV	79.00
CADD Technician III	59.00
CADD Technician II	58.00
CADD Technician I	44.00
Clerical	49.00

Project-related travel is $0.48 per mile. All other direct charges included a 15% handling fee.
* The hourly rate includes payroll burden, fringe benefits, overhead and profit. Fee Schedule revised every January

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-11

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

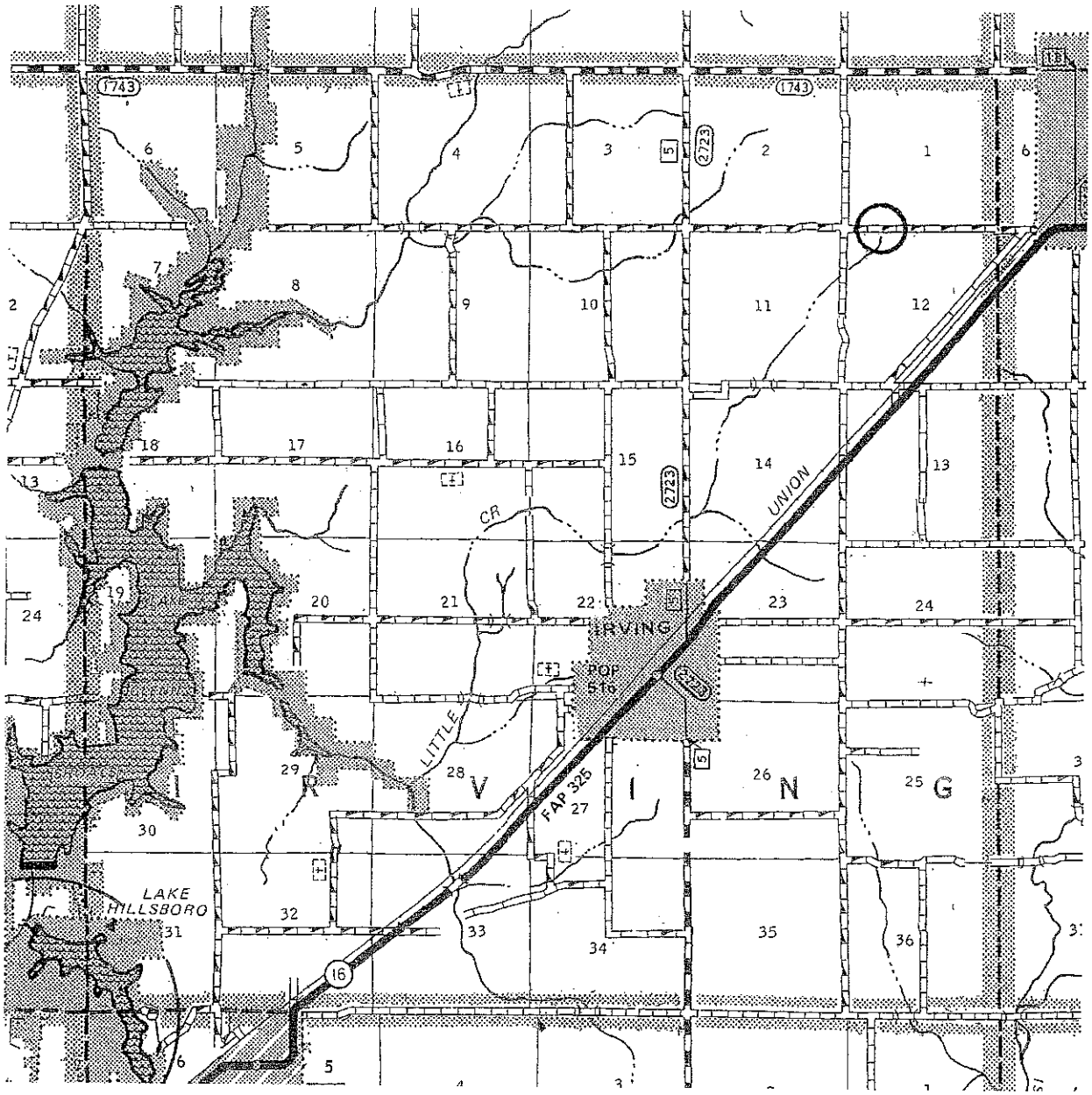
DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1128 B-CA N 17th Avenue	Irving Road District	50 %	5,500.00
	Montgomery County	50 %	5,500.00
	TOTAL =	100 %	$ 11,000.00

BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of October, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)


1743
1743
2723
2723
2723
5
5
16
UNION
CR
LITTLE
IRVING
POP
516
FAP 325
LAKE
HILLSBORO
R V I N G

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-12

RESOLUTION TO APPROPRIATE FUNDS FROM THE COUNTY AID TO BRIDGE FUND 235

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

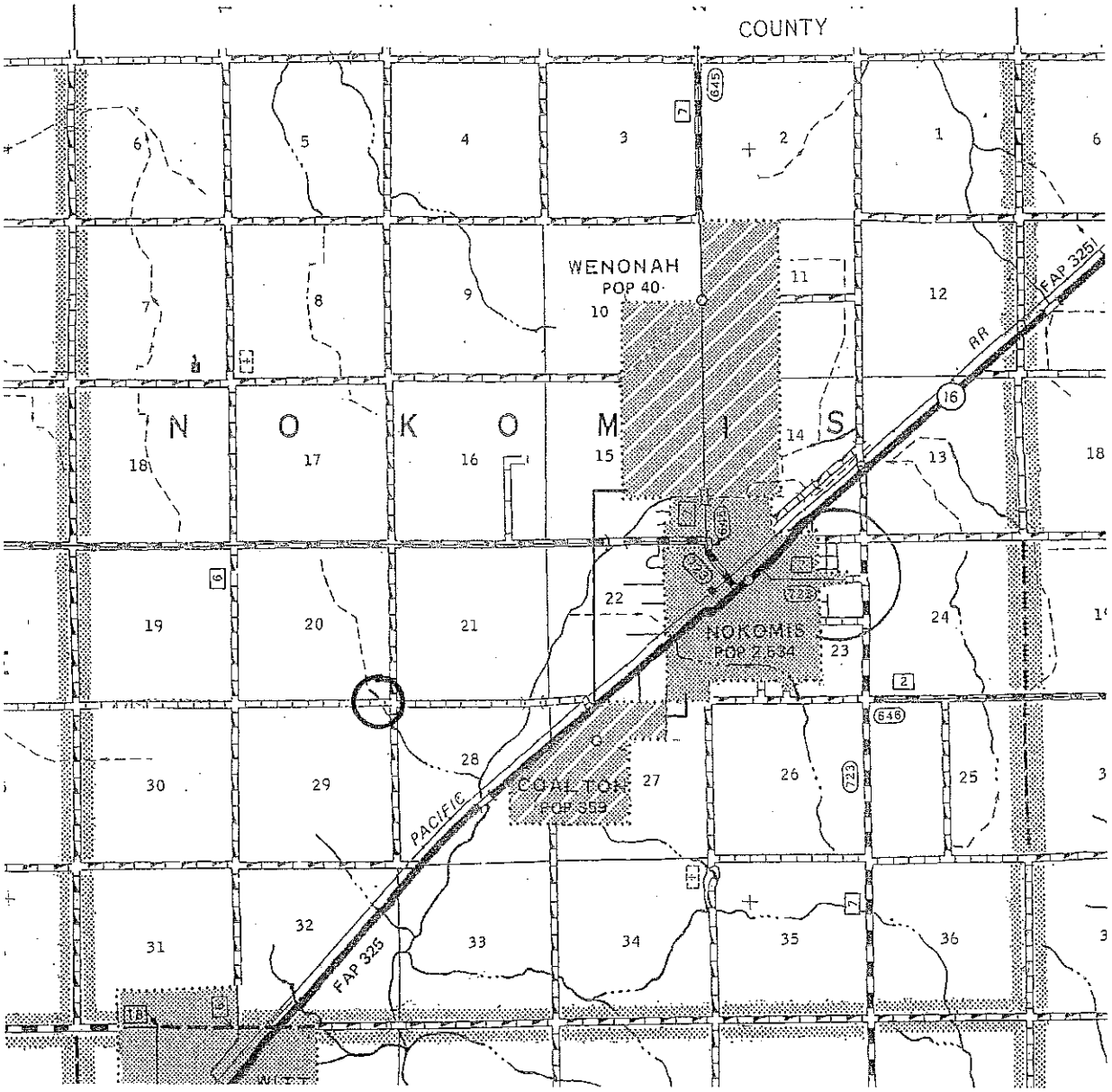
DESIGNATION	*AGENCY*	*ESTIMATE OF COST*	
		Percent	*Dollars*
1129 B-CA N 20th Avenue	Nokomis Road District	50 %	7,500.00
	Montgomery County	50 %	7,500.00
	TOTAL =	100 %	$ 15,000.00

BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of October, 2015.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK (SEAL)


COUNTY
WENONAH
POP 40
N O K O M I S
NOKOMIS
POP 2,534
COALTON
POP 359
PACIFIC
RR
FAP 325
FAP 325
WITT

Intergovernmental Agreement
City of NOKOMIS, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services

THIS AGREEMENT, is made and entered into this 14 day of September in the year of 2015, by and between the County of Montgomery, Illinois and City of Nokomis, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as thereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Nokomis from 1 December 2015 to 30 November 2018, Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Nokomis Police Department from Montgomery County Sheriff's Office 24 hours per day, 7 days per week, unless otherwise agreed to, in writing by the parties.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Nokomis, if any.
4. The City of Nokomis will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Nokomis residents to contact police services.
5. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of $21,420.00 for the period of 1 December 2015 thru 30 November 2016. Said fee will be paid in twelve monthly installments of $1,785.00.
6. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of $21,741.00 for the period of 1 December 2016 thru 30 November 2017. Said fee will be paid in twelve monthly installments of $1811.75.
7. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of $22,067.00 for the period of 1 December 2017 thru 30 November 2018. Said fee will be paid in twelve monthly installments of $1,838.92
8. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Nokomis City Police unit and the Montgomery County Sheriff's Office.
9. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Nokomis Police Department, to the Nokomis Police Department for each communications transaction.
10. The Chief of Police of the City of Nokomis and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
11. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County;

however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Nokomis, and the request of the City of Nokomis, its Police Chief and officials; and not be unreasonable in the conduct of said operation.

12. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Nokomis Police Department shall be made available to the Nokomis Police Department on a weekly basis.
13. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
14. The term of this agreement will continue for a period of three (3) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
15. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

ATTEST: _____
County Clerk & Recorder

COUNTY OF MONTGOMERY

BY: _____
Montgomery County Board Chairman

ATTEST: _____
Nokomis City Clerk

CITY OF NOKOMIS:

BY: _____
City of Nokomis Mayor

Approved: _____
Nokomis Police Chief

Approved: _____
Montgomery County Sheriff

Intergovernmental Agreement
City of LITCHFIELD, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services

THIS AGREEMENT, is made and entered into this 6th day of October in the year of 2015, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as thereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from 1 December 2015 to 30 November 2018. Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office as per the following weekly hours of operation:

Sunday:	0001 to 2400
Monday:	0001 to 0800 and 1600 to 2400
Tuesday:	0001 to 0800 and 1600 to 2400
Wednesday:	0001 to 0800 and 1600 to 2400
Thursday:	0001 to 0800 and 1600 to 2400
Friday:	0001 to 0800 and 1600 to 2400
Saturday:	0001 to 2400

The Litchfield police Department shall have control of their operations for radio and telephone services per the following weekly hours of operation:

Monday	0800 to 1600
Tuesday:	0800 to 1600
Wednesday:	0800 to 1600
Thursday:	0800 to 1600
Friday:	0800 to 1600

The Litchfield Police Department has the option to schedule more or less radio and telephone services with the Montgomery County Sheriff's Office if and only if both parties agree.

3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of $133,875.00 for the period 1 December 2015 to 30 November 2016. Said fee will be paid in twelve monthly installments of $11,156.25. Any amount due over the $133,875.00 annual fee shall be paid within 30 days of the final day of the contract year.

6. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of $135,883.00 for the period 1 December 2016 to 30 November 2017. Said fee will be paid in twelve monthly installments of $11,323.58. Any amount due over the $135,883.00 annual fee shall be paid within 30 days of the final day of the contract year.
7. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of $137,921.00 for the period 1 December 2017 to 30 November 2018. Said fee will be paid in twelve monthly installments of $11,493.42. Any amount due over the $137,921.00 annual fee shall be paid within 30 days of the final day of the contract year.
8. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.
9. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.
10. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.
11. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
12. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
13. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
14. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
15. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
16. The term of this agreement will continue for a period of three (3) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein , until terminated by notice by either party as set forth above.
17. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

ATTEST: _____
County Clerk & Recorder

ATTEST: _____
Litchfield City Clerk

Approved: _____
Litchfield Police Chief

COUNTY OF MONTGOMERY

BY: _____
Montgomery County Board Chairman

CITY OF LITCHFIELD

BY: _____
City of Litchfield Mayor

Approved: _____
Montgomery County Sheriff

10-15-001

RESOLUTION

0715939

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-362-010

As described in certificates(s) : 2011-00181 sold October 2012

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

WHEREAS, City of Litchfield, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Leatherson
CLERK

COUNTY BOARD CHAIRMAN

10-15-002

RESOLUTION

081594

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

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

GRISHAM TOWNSHIP

PERMANENT PARCEL NUMBER: 20-24-478-001

As described in certificates(s) : 2011-00467 sold October 2012

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

WHEREAS, Village of Donnelson, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST: Sandy Leatherwood
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-15-002

10-15-003

RESOLUTION

0915925

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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-330-002

As described in certificates(s) : 2011-00430 sold October 2012

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

WHEREAS, City of Coffeen, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Leithauser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-15-003

10-15-004 **RESOLUTION** 091592

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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-330-003

As described in certificates(s) : 2011-00431 sold October 2012

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

WHEREAS, City of Coffeen, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST: Sandy Leitheiser
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER 10-15-004

10-15-005

RESOLUTION

0915927

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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-406-013

As described in certificates(s) : 2011-00437 sold October 2012

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

WHEREAS, City of Coffeen, has bid $810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid $300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $810.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-15-005

AN INTERGOVERNMENTAL AGREEMENT
FOR DEMOLITION AND NUISANCE ABATEMENT

This INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of July, 2015, between the VILLAGE OF OHLMAN, ILLINOIS and MONTGOMERY COUNTY, ILLINOIS and the MONTGOMERY COUNTY STATE'S ATTORNEY.

WHEREAS, the Village of Ohlman, located in Montgomery County, Illinois, has authority pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1) to demolish, repair, or enclose or cause the demolition repair or enclosure of dangerous and unsafe buildings or uncompleted and abandoned building within the municipality and may remove or cause the removal of garbage, debris and other hazardous, noxious, or unhealthy substances or materials from those buildings; and

WHEREAS, pursuant to the Illinois Municipal Code, the Village has authority to apply to the circuit court of the county for an order authorizing action to be taken with respect to a building if the owner or owners of the building including lien holders of record after at least fifteen (15) days written notice, by mail so to do have failed to put the building in a safe condition or demolish it; and

WHEREAS, the Illinois Municipal Code also authorizes municipalities to apply for an injunction to require compliance with local ordinances of a municipality if a building or structure fails to comply with health and safety standards of the municipality; and

WHEREAS, Illinois law and municipal ordinance also authorize the abatement of nuisance conditions on private property including conditions which are dangerous or detrimental to public health, the elimination of weeds, the removal and elimination of garbage, trash, or debris, the elimination or removal of inoperable vehicles, junk vehicles and abandoned vehicles and unlawfully parked vehicles; and

WHEREAS, The Village of Ohlman does not have the resources to prosecute an action under Illinois law and municipal ordinances for the elimination of nuisance conditions and the demolition repair of dangerous and unsafe buildings; and

WHEREAS, the County of Montgomery has indicated a willingness to assist the Village of Ohlman in prosecuting one or more actions in order to abate dangerous and unsafe buildings within the Village of Ohlman, nuisances within the Village of Ohlman and obtain compliance with state law and municipal ordinances regarding the condition of property within the Village of Ohlman; and

WHEREAS, the parties hereto have authority pursuant to Article VII Section 10 of the Illinois Constitution and the Illinois Governmental Cooperation Act (5 ILCS 220/1, *et seq.*)

to transfer any power, privilege, function, or authority or otherwise combine such power, privilege, function, or authority jointly in any manner not prohibited by law; and

WHEREAS, the Village and the County are not prohibited from transferring, combining, or exercising the authority to enforce Illinois law and Ohlman municipal ordinances as provided herein; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Montgomery County and the Village of Ohlman to enter into this Intergovernmental Agreement for the purposes stated herein.

NOW, THEREFORE, it is agreed between the Village of Ohlman, Montgomery County, Illinois, and Montgomery County, Illinois, a body corporate and politic and the Montgomery County State's Attorney as follows:

Section 1: The foregoing recitals are incorporated as substantive portions hereof as though fully set forth herein.

Section 2: This Intergovernmental Agreement refers to property located within the Village of Ohlman, Montgomery County, Illinois, commonly known as 103 Washington Street with a legal description as set forth on "Exhibit A" attached hereto and incorporated herein by reference and having a parcel identification number for tax assessment purposes by the County of Montgomery as Parcel No.: 09-05-231-015.

Section 3: The Village of Ohlman, Montgomery County, Illinois, has passed and approved Ordinance No.: 205 and said Ordinance is currently in effect in the Village of Ohlman. A copy of said Ordinance is attached hereto as "Exhibit B" and incorporated herein by reference.

Section 4: The Village of Ohlman has authority pursuant to the Illinois Municipal Code and other Illinois law to take action, including the filing of a complaint in circuit court seeking the demolition, repair, or remediation of dangerous and unsafe buildings and may also make application to the circuit court for an injunction requiring compliance by the owner of the property with applicable ordinances concerning the health and safety of the property within the Village.

Section 5: The Village of Ohlman does not have the resources or ability to bring enforcement actions as allowed by Illinois law and municipal ordinance to protect the health, safety and welfare of the citizens of Ohlman from dangerous, unsafe and nuisance conditions on the property described herein.

Section 6: The State's Attorney's Office for Montgomery County has indicated a willingness to assist the Village in the prosecution of enforcement actions against the owner and

other parties with an interest in the property described herein in order to obtain compliance with Illinois law and municipal ordinances regarding the condition of said property.

Section 7: The Village of Ohlman does hereby transfer to Montgomery County and the Montgomery County State's Attorney its authority, power and privilege to bring any and all enforcement actions against the owner of the property described herein and all parties with an interest in said property in order to remediate dangerous and unsafe conditions and nuisance conditions existing on said property as allowed under Illinois law and municipal ordinance.

Section 8: The County of Montgomery and the Montgomery County State's Attorney's Office agree to take enforcement action against the property owner and other interested parties in the property described herein for the demolition, repair, or remediation of dangerous and unsafe buildings or structures located on said property and the abatement of any and all nuisances on said property, whether said actions are brought pursuant to Illinois law or Village ordinance.

Section 9: The County of Montgomery and the State's Attorney's Office of Montgomery County may obtain on behalf of the Village of Ohlman and keep for its own purposes any fees or sums obtained from the property owner or other parties interested in said property and/or funds obtained from any judgment against said parties arising out of the enforcement actions authorized by this Agreement.

Section 10: By way of example and not limitation, the Village of Ohlman does hereby transfer or otherwise combine its authority with the County of Montgomery and the Montgomery County State's Attorney's Office to bring an action under the following statutory provisions: (a) 65 ILCS 5/11-31-1; (b) 65 ILCS 5/11-31-2; (c) 65 ILCS 5/11-20-7, (d) 65 ILCS 5/11-20-8; (e) 65 ILCS 5/11-20-12; (f) 65 ILCS 5/11-20-13; (g) 65 ILCS 5/11-20-15.1; and the Village Ohlman Ordinance No.: 205.

Section 11: In undertaking any enforcement action authorized pursuant to this Agreement, Montgomery County and the State's Attorney for Montgomery County shall comply with any and all applicable substantive and procedural requirements and hold the Village of Ohlman harmless and indemnify the Village from and against any claim arising out of the enforcement action taken by the County and the State's Attorney's Office for Montgomery County.

IN WITNESS WHEREOF, the Village of Ohlman, a municipal corporation, has caused this Agreement to be signed by the President of its Board of Trustees and attested by its Clerk, the County of Montgomery, a body corporate and politic has caused this Agreement to be executed by the Chairman of the County Board and attested by the County Clerk and the Montgomery County State's Attorney has executed this Agreement, all on the date and year written below.

VILLAGE OF OHLMAN,
a municipal corporation.

By: Jacqueline Rakers
President, Board of Trustees
Pro-tem

Date 7/31/15

ATTEST:
Myra Mathias
Village Clerk

Date 7-31-15

COUNTY OF MONTGOMERY, a body corporate and politic.

By: [illegible]
Chair of the County Board

Date: 10/13/15

ATTEST:
Sandy Patterson
County Clerk

Date: 10/13/15

By: [illegible]
Montgomery County
State's Attorney

Date: 10/13/15

Montgomery County Board

Holiday Schedule for Year 2016

January 1, 2016	New Year's Day	Friday
January 18, 2016	Martin Luther King Jr. Day	Monday
February 15, 2016	President's Day	Monday
March 25, 2016	Good Friday	Friday
May 30, 2016	Memorial Day	Monday
July 4, 2016	Independence Day	Monday
September 5, 2016	Labor Day	Monday
October 10, 2016	Columbus Day	Monday
November 8, 2016	Election Day	Tuesday
November 11, 2016	Veteran's Day	Friday
November 24, 2016	Thanksgiving Day	Thursday
November 25, 2016	Day after Thanksgiving	Friday
December 26, 2016	Christmas Day	Monday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

10/13, 2015

Chairman, Roy Hertel — Date 10/13/15

County Clerk, Sandy Leitheiser — Date 10/13/15