



# RESOLUTION TO ADOPT THE ANNUAL 1,000 HOUR STANDARD FOR IMRF PARTICIPATION

IMRF Form 6.68 (Rev. 2/04)

(Cannot be used by school districts, by special education cooperatives, or by units of government that first joined IMRF on or after January 1, 1983.)

PLEASE ENTER Employer IMRF I.D. Number  
03045

## RESOLUTION

Number 2010-01

WHEREAS, Section 7-137 of the Illinois Pension Code provides that effective January 1, 1982, certain employers in the Illinois Municipal Retirement Fund may elect to exclude from participation in the Fund persons in positions normally requiring performance of duty for less than 1,000 hours per year; and

WHEREAS, the exclusion may be applicable only to persons first employed in positions under the Fund by any employer in the Fund after the adoption of the resolutions establishing the exclusion; and

WHEREAS, The County Board is authorized by Section 7-137  
NAME OF BOARD, COUNCIL, etc.

of the Illinois Pension Code to adopt such exclusion and it is desirable that it do so;

BE IT RESOLVED that the County Board of Montgomery County  
NAME OF BOARD, COUNCIL, etc. EMPLOYER NAME

does hereby elect to exclude from participation in the Illinois Municipal Retirement Fund all officials and employees in positions normally requiring performance of duty for less than 1,000 hours per year;

BE IT FURTHER RESOLVED that this exclusion shall apply only to officials and employees who first occupy offices or positions under the Fund after adoption of this resolution

BE IT FURTHER RESOLVED that the County Clerk is authorized and  
CLERK OR SECRETARY OF THE BOARD

directed to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

## CERTIFICATION

I, Sandy Leitheiser, the Clerk  
NAME CLERK OR SECRETARY OF THE BOARD

of the County Board of the County of Montgomery  
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its Montgomery County Board at a meeting duly convened  
NAME OF BOARD, COUNCIL, etc.

and held on the 9th day of February, 2010.

SEAL

*Sandy Leitheiser*  
CLERK OR SECRETARY OF THE BOARD

### Illinois Municipal Retirement Fund

Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337  
Service Representatives 1-800-ASK-IMRF (1-800-275-4673)



# A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 11/2004)

(Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number  
03045

**RESOLUTION**  
Number 2010-02

**WHEREAS**, the Montgomery County  
EMPLOYER NAME  
is a participant in the Illinois Municipal Retirement Fund; and

**WHEREAS**, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 hours or more per year; and  
(600 OR 1,000)

**WHEREAS**, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;

**NOW THEREFORE BE IT RESOLVED** that the County Board  
BOARD, COUNCIL, ETC.  
finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
County Clerk	01/12/10
Circuit Clerk	01/12/10
Sheriff	01/12/10
Coroner	01/12/10
Treasurer	01/12/10
State's Attorney	01/12/10

**CERTIFICATION**

I, Sandy Leitheiser, the Clerk  
NAME CLERK OR SECRETARY OF THE BOARD  
of the County Board of the County of Montgomery  
EMPLOYER NAME COUNTY  
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its County Board at a meeting duly convened and held on the 9th day of, February, 20 10.  
BOARD, COUNCIL, etc.

SEAL Sandy Leitheiser  
CLERK OR SECRETARY OF THE BOARD

**Amendment #4  
To  
Plan Document  
And  
Summary Plan Description  
For  
Montgomery County  
Employee Benefit Plan**

The following language shall be clarified and reformed to reflect the original purpose and intention to the Plan Document and Summary Plan Description for Montgomery County Employee Benefit Plan as follows:

**ELIGIBILITY**

**Eligibility Requirements for Employee Coverage.** A person is eligible for Employee coverage from the first day that he or she:

- (1) is a Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if he or she normally works at least 35 hours per week and is on the regular payroll of the Employer for that work.
- (2) is a Retired Employee of the Employer.
- (3) is in a class eligible for coverage, or is an Elected Official of the County identified as and including: Treasurer, County Clerk, Circuit Clerk, Sheriff, Coroner, or State's Attorney. These offices are covered regardless of the number of hours worked, and will be considered as eligible under the Plan until their term is expired, or death, or removal from office whether voluntary or involuntary.
- (4) completes the employment Waiting Period of the first day of the month as an active employee. A "Waiting Period" is the time between the first day of employment as an eligible Employee and the first day of coverage under the Plan. The Waiting Period is counted in the Pre-Existing Conditions exclusion time.

Signed this 9<sup>th</sup> day of February in the Year 2010, in Montgomery County, Illinois

By: Michael Platt

Title: County Board Chairman, Montgomery County, IL

**ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS**

A Plan Participant should contact the Plan Administrator to obtain additional information, free of charge, about Plan coverage of a specific benefit, particular drug, treatment, test or any other aspect of Plan benefits or requirements.

**ELIGIBILITY**

**Eligible Classes of Employees.** All Active and Retired Employees of the Employer. The following Classes of Employees:

- (1) Is in a class eligible for coverage.

**Eligibility Requirements for Employee Coverage.** A person is eligible for Employee coverage from the first day that he or she:

- (1) is a Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if he or she normally works at least 35 hours per week and is on the regular payroll of the Employer for that work.
- (2) is a Retired Employee of the Employer.
- (3) is in a class eligible for coverage.
- (4) completes the employment Waiting Period of the first day of the month as an active employee. A "Waiting Period" is the time between the first day of employment as an eligible Employee and the first day of coverage under the Plan. The Waiting Period is counted in the Pre-Existing Conditions exclusion time.

**Eligible Classes of Dependents.** A Dependent is any one of the following persons:

- (1) A covered Employee's Spouse and unmarried children from birth to the limiting age of 19 years. The Dependent children must be primarily dependent upon the covered Employee for support and maintenance. However, a Dependent child will continue to be covered after age 19, provided the child is a full-time student at an accredited school, primarily dependent upon the covered Employee for support and maintenance, is unmarried and under the limiting age of 23. When the child reaches either limiting age, coverage will end on the last day of the child's birthday month. If the child does not maintain full-time status or graduates, coverage closes independent of limiting age.

Full-time student coverage continues between semester/quarters only if the student is enrolled as a full-time student in the next regular semester/quarter. If the student is not enrolled as a full-time student, coverage will be terminated retroactively to the last day of the attended school term.

The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives. The Plan Administrator may require documentation proving a legal marital relationship.

If a covered Employee's Spouse declines medical coverage through his or her employer and elects to be covered under the Montgomery County Medical Benefits Plan, the Employee will be required to pay a designated contribution to cover the Employee's Spouse and/or Dependents. The Special Working Spouse Contribution does not apply when the Employee's Spouse enrolls in his or her employer's available coverage.

The term "children" shall include natural children, adopted children, Foster Children or children placed with a covered Employee in anticipation of adoption. Step-children who reside in the Employee's household may also be included as long as a natural parent remains married to the Employee and also resides in the Employee's household. If a covered Employee is the Legal

## MEMORANDUM OF UNDERSTANDING

FILED  
FEB 25 2010*Sandra Leitheiser* COUNTY CLERK

This **Memorandum of Understanding** (this "Agreement") is made and entered into as of January 12, 2010 (the "Effective Date"), by and between **Ameren Energy Resources**, a Missouri corporation, having its principal offices in St Louis, Missouri, United States of America ("AER"), and Montgomery County, an Illinois County, acting by and through its County Board having its principal offices in Hillsboro, Illinois ("Montgomery County"). Each party is individually referred to as a "Party" and collectively as the "Parties."

1. **Purpose of this Agreement.** The Parties shall cooperate and provide their best efforts to achieve the following goals.

- 1.1 To upgrade the approximately 1.5 mile section of Cundiff Street a/k/a Red Ball Trail from the intersection of Illinois Route 185 to AER's Coffeen Power Plant property and will conclude after said road turns west ("the Project");
- 1.2 The upgrade will meet the requirements set forth in Article 2.
- 1.3 To apply for and make a good faith effort to obtain Federal TARP Grant or Illinois Department of Transportation ("IDOT") EDP Grant.
- 1.4 Do such things and perform such acts during the course of this Agreement as both Parties agree.

2. **Update Requirements.** The Parties have agreed to the following requirements for the Red Ball Trail upgrade.

- 2.1 The road surface will be concrete overlay with load rating of 80,000 lbs., will be designed for daily truck traffic equal to one thousand (1000) trucks, and will have an expected life of fifteen (15) years.
- 2.2 The Project plans shall be prepared under the supervision of the Montgomery County Engineer and approved by IDOT.
- 2.3 The estimated expected total cost is \$1,171,000 (including engineering). The Parties anticipate that the combination of an EDP Grant and a TARP Grant will fund \$660,500. AER and the Montgomery County share the burden of the remaining balance.
- 2.4 In the event either the estimated expected total cost or the remaining balance were to increase, the Parties agree to meet and discuss the situation prior to committing additional funds.

- 2.5 Construction is expected to begin in the summer of 2010 and is estimated to take approximately eight (8) weeks to complete.
3. **Responsibility of Montgomery County.** Without limiting the foregoing, Montgomery County shall be responsible for the following:
- 3.1 Pay one hundred percent (100%) of any Montgomery County required Project costs, which solely benefit Montgomery County and are not required by IDOT.
- 3.2 Arrange for the necessary engineering support, develop the bid specification and supporting documentation, go out for bids and evaluate them, negotiate and award the engineering and construction contracts.
- 3.3 Supervise all engineering and construction activities done by the selected contractor(s) associated with the Project.
- 3.4 Prepare all necessary application for either federal or state financial assistance for the Project and use reasonable efforts to obtain such funding.
- 3.5 Verify the contractor(s) invoices for payment and will make all payments to the contractor(s).
- 3.6 Maintain the upgraded Red Ball Trail for the load rating, truck traffic and life expectancy stated in Article 2.1.
- 3.7 Apply for all necessary approvals from the State of Illinois, Montgomery County Board, East fork Township Road Commission, the City Council of Coffeen, as required.
- 3.7 To invoice AER for its portion of the project cost in accordance with a mutually agreed upon manner.
- 3.8 Montgomery County shall consult with AER or its designated agent on a routine basis, and specifically every thirty (30) days and provide periodic status reports on its efforts.
- 3.9 Montgomery County shall have the sole right to go forward with the Project and will be responsible for meeting all municipal formalities.
4. **Responsibility of AER.** Without limiting the foregoing, AER shall be responsible for the following:
- 4.1 Pay one hundred percent (100%) of any AER required Project costs, which solely benefit AER and are not required by IDOT.

- 4.2 Subject to the provisions of Article 2.4, pay fifty percent (50%) of all remaining Project costs after EDP, TARP and the reimbursements required by Article 4.1 have been subtracted from the overall Project costs:
  - 4.3 Make all required payment to Montgomery County within ninety (90) days of invoice receipt.
  - 4.4 Because Montgomery County will need to shut down sections of Red Ball Trail into the Coffeen Power Plant for approximately eight (8) weeks, AER will work with Montgomery County on traffic flow patterns in and out of the plant and will consider accelerated deliveries of high sulfur coal and limestone in advance of the shutdown to minimize impacts.
5. **Confidentiality.** Each Party shall take all steps reasonably necessary to prevent the unauthorized disclosure or dissemination of confidential or proprietary information received from the other. As used herein, "steps reasonably necessary" means the steps that a Party takes to protect its own, similarly confidential or proprietary information, which steps shall not be less than a reasonable standard of care.
  6. **Compliance with Laws.** Each Party shall comply, and shall be responsible for ensuring that its employees and consultants comply, with all applicable laws in its performance of its services pursuant to this Agreement.
  7. **Dispute Resolution.** This Agreement shall be governed by the laws of the State of Illinois. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon written notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its then prevailing International Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
 

The arbitration shall be held in the English language in Chicago, Illinois, and judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing Party's actual damages.
  8. **Conditions.** This Agreement is subject to the following condition:
 

The Parties obtain a combination of an IDOT EDP Grant and/or a Federal TARP Grant in the amount of \$660,500 for the Project. If this condition is not satisfied by December 31, 2011, then this Agreement shall be automatically null and void.
  9. **Termination.** The present estimate of project cost to be assigned to AER is \$255,250. If the project estimated cost increase such that the AER portion exceeds

\$280,000 then the parties in accordance with Articles 2.3 and 2.4 shall meet prior to authorizing funds or work. If after meeting, the estimated project cost estimate exceeds \$280,000, AER shall have the right to terminate this Agreement at no cost or expense.

10. **Miscellaneous**

10.1 **Amendments.** No amendment, modification or extension of this Agreement or waiver of any terms and conditions hereof shall be binding upon either Party unless it is duly exercised in writing by agreement of both Parties. The time periods set forth herein may be modified by a writing signed by all Parties.

10.2 **Further Assurances.** The Parties shall execute and do all acts and things necessary or desirable in order to implement and give full effect to the provisions and purposes of this Agreement. The Parties hereby agree to act in good faith at all times to perform this Agreement and to act in good faith in all activities and dealings arising out of this Agreement.

10.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and no prior or collateral representation, promise, warranty or condition made or given by either Party to the other and not contained herein shall be binding upon either of them.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives.

**Montgomery County, Illinois**

By Mike Plunkett  
Name Mike Plunkett  
Title Board Chairman  
Date 2/25/10

**Ameren Energy Resources**

By C.A. Iselin  
Name Christopher A. Iselin  
Title Vice President  
Date 2/15/10

Municipality Farmersville	 <p><b>Illinois Department of Transportation</b></p> <p><b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b></p>	<p><b>C O N S U L T A N T</b></p>	Name Allen Henderson & Associates, Inc.
Township			Address 907 South 4 <sup>th</sup> Street
County Montgomery			City Springfield
Section 10-00137-00-GR			State Illinois

THIS AGREEMENT is made and entered into this 9th day of February, 2010 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 F.A.S. 732 (C.H. 17)

Route F.A.S. 732 Length ±0.189 Mi. ±1,000 FT (Structure No.                     )

Termini Project begins at a point near the N.W. corner of the N.W. ¼ of Section 32 and continues easterly, T.12N., R.5W., of the 3<sup>rd</sup> P.M.

Description:  
The project consists of the extension of pipe culverts, shoulder improvements where needed and the removal of guardrail and other incidental items of roadway work.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
    - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
    - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
    - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
    - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
    - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
    - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
    - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
    - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- e: 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, plans, 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 1a, 1g, 1i, 1k, of the ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The total cost of services to be rendered by THE ENGINEER shall not exceed \$6,390.00 providing the scope of the project does not change.

<b>Grade Classification of Employees</b>	<b>Hourly Rate</b>
Senior Civil Engineer	<u>99.50</u>
Civil Engineer	<u>54.56</u>
Senior CADD Tech	<u>68.72</u>
Technician	<u>44.17</u>

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until December 31, 2010. In event the services of the ENGINEER extend beyond December 31 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

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

That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

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

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

Executed by the LA:

ATTEST: Montgomery County of the  
 (Municipality/Township/County)

By Sandy Leitheiser State of Illinois, acting by and through its  
M. Michael Plunkett  
 MONTGOMERY COUNTY Clerk By Mike Plunkett  
 Sandy Leitheiser, County Clerk (Seal) Title County Board Chairman

Executed by the ENGINEER:

ATTEST:

By Christopher P. Hobbes By M. C. H. ...  
 Title Vice-President Title President

**Approved**

\_\_\_\_\_  
 Date

Department of Transportation

\_\_\_\_\_  
 Regional Engineer



# MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RUBEN BOEHLER, COUNTY ENGINEER  
1215 Seymour Avenue, Hillsboro, Illinois 62049  
Phone 217-532-6109, Fax 217-532-6642

February 5, 2010

**F I L E D**  
FEB 09 2010

Montgomery County Board  
#1 Courthouse Square  
Hillsboro, Illinois 62049

*Sandra Leitheiser* COUNTY CLERK

Dear Board Members,

I am writing to inform you of my resignation as Montgomery County Engineer. I have accepted a Structural Engineering position with Hurst-Rosche Engineers which will allow me the opportunity to achieve my long term career goals.

I am grateful for the experience you allowed me and have enjoyed my time serving the county. The knowledge and experience I have gained over the last four years will surely aid me in my future endeavors.

Please be assured that I will extend every effort to make my departure as smooth as possible. I will be happy to assist my replacement, as well as complete any other organizational matters that need my attention.

Sincerely,

Ruben V. Boehler, P.E., S.E.  
County Engineer

## POSITION OF COUNTY ENGINEER MONTGOMERY COUNTY, ILLINOIS

Montgomery County is seeking applicants for the fulltime position of County Engineer.

Applicants must meet the statutory requirements of 605 ILCS 5/5-201, hold a currently valid certificate of registration as a registered professional engineer in the State of Illinois, must have a civil engineering background with at least 10 years practical experience in civil and highway engineering including highway construction and maintenance experience. Applicants shall be familiar with policies and procedures of the Illinois Department of Transportation, have experience supervising staff, and must be able to coordinate with property owners, utilities, other government agencies and elected officials. The preferred candidate should have experience and knowledge of local road projects and issues. Applicants must have good communication and organizational skills.

Resumes will be accepted until the close of business on February 19, 2010.

Please submit resumes along with a minimum of three references, including telephone numbers to:

**CONFIDENTIAL**  
Montgomery County Highway Department  
1215 Seymour Avenue  
Hillsboro, IL 62049

The Forrestral Group, Inc.  
 2641 N. Cullen Avenue, Suite 200, Evansville, Indiana 4771

AGREEMENT FOR CONSULTING SERVICES

1. PARTIES: Montgomery County Board, Montgomery County, Hillsboro, Illinois, the Client, hereby agrees to employ The Forrestral Group, Inc., Eugene Stuard, and its associates, as the Consultant(s) to provide services relating to the real property as further described in paragraph two (2) that follows.

2. PROPERTY: Located in Montgomery County, Illinois. Parcel ID #: 10-32-251-004 and Alternate Parcel #: 11-100-545-00. The subject property is known as the Wal-Mart Stores. The subject property consists of an estimated ±183,500 SF of building improvements situated on ± 19.14 acres of land. The size and descriptions of the improvements are subject to verification. The subject property is located at 1205 Ferdon Street, Litchfield, Illinois.

ASSIGNMENT OVERVIEW: This assignment is to provide consulting services to the Client to determine if the subject property is fairly and equitably assessed. An appraisal report may be developed to assist the Client in estimating the market value of the subject property for property tax assessment. The consultant shall serve to assist the Client through the conferences with the property owner and/or their representatives in the event an adjustment is indicated by the research, analysis and/or an appraisal. In the event an appraisal is required, the consultant shall engage an appraiser property certified to complete the appraisal. The fees for the appraisal shall be paid by the consultant to the appraiser from the fees due the Consultant under this agreement.

3. APPRAISAL OR APPRAISAL SERVICE: It is agreed that consultant will not complete the appraisal or an opinion of value under this agreement. The Client and the Consultant agree that sub-contractors may be needed to complete this assignment, and that it is the Consultant's duty to supervise those activities and direct the necessary research and investigations as may be modified from time to time. In the event an appraisal is required, The Consultant shall engage a qualified independent appraiser to develop the appraisal. The Consultant will monitor the appraisal process and the completion of the appraisal. The appraisal will be delivered in the original and (4) copies.

4. COMPLETION of the assignment shall be not more than One Hundred Twenty (120) days from the date of the execution of this agreement by the Montgomery County Board.

5. PAYMENT FOR SERVICES: CONSULTANT'S FEE: The Consultant agrees to perform the services as stated herein and to engage and pay the cost of the appraiser for a fee of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00). Fees shall be paid to the Consultant as follows:

- a) Retainer Fee: Thirty (30%) Percent within fifteen (15) days from the date of the execution of this agreement as a retainer fee and payment toward the total fees due the Consultant.
- b) The balance of the fees due the Consultant shall be paid within Thirty (30) days after the final hearing of the appeal by the Illinois Board of Appeals or the date that a settlement is reached with the property owner on the assessment.
- c) Credit toward Consultant's Fees: The Consultant agrees that certain credits will be made against the total fees as provided above.
  - 1) A credit of \$3,000 will be made to the final invoice in the event the appeal can be settled with Wal-Mart Stores and no appraisal is required.
  - 2) Any credit(s) from paragraph c (1) above shall be deducted from the final payment due the Consultant under this agreement.

[x] CONFERENCES. The Consultant shall be available to the Supervisor of Assessments for assistance in conferences related to obtaining agreements between the parties as a part of this agreement.

[x] EXPENSES. Consultant shall be responsible for their expenses in this assignment.

10  
15

[x] LITIGATION. In the event Consultant is called upon to be available to assist the client or the attorney in litigation preparation or court availability regarding the assignment herein, that fee shall be agreed upon prior to the date required but will not exceed \$150.00 per hour plus expenses. The Consultant will be available for not more than two (2) days of court hearing or Appeal Board Hearing at no cost to the County or the Supervisor of Assessments.

[x] CANCELLATION In the event this agreement is terminated at any time prior to completion of the assignment, the Consultant will be paid for time and expenses.

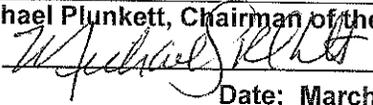
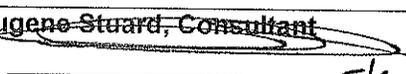
All sums due hereunder shall be payable as provided for in this agreement and shall be payable in the County of Consultant's principal residence. In the event it is necessary to employ an attorney to collect any sums due herein, Client agrees to pay reasonable attorneys fees and court costs expended by Consultant.

6. AUTHORITY. Consultant and his subcontractors, if required, are hereby authorized to make on-site inspections of subject property at all reasonable times and with reasonable notice to management to obtain supporting property data, including but not limited to: Building plans, plats, deeds, legal descriptions, abstracts, income and expense data, leases, options, and to be furnished copies of relevant information as it may relate to the assignment. Consultant acknowledges that depending on the subject property to be reviewed, Client may or may not have express authority to authorize on-site inspections of same and/or to provide supporting property data.
7. CONDITIONS. Any written documents will be prepared for the sole and exclusive use of Client, and shall not be reproduced, printed or distributed in any manner without written consent of Consultant.
8. WARRANTIES AND INDEMNITY. Consultant does not make any warranties or guarantees of any kind regarding the condition of the property. Results represent Consultant's opinions and recommendations, without any warranty. Client agrees to indemnify Consultant, his employees and independent contractors from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the Client's actions. Consultant agrees to indemnify Client, Board Members and county employees from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the consultant's actions.
9. GUIDANCE OF USPAP: This agreement is intended to follow guidance from Advisory Opinion # 21 as a non-appraisal practice assignment that permits valuation services that are not governed by the Uniform Standards of Professional Practice. USPAP requirements are that the service to be provided is not misrepresented. The client understands and agrees that the consultant is acting in the capacity of a representative of the Montgomery County Board, Chief County Assessment Officer and the Montgomery County Supervisor of Assessments in this matter and not as an appraiser and that the appraisal provided is to be completed by an independent fee appraiser.
10. APPRAISAL OF SUBJECT PROPERTY: The Client and the Consultant agree that as a part of this assignment, the Consultant may engage an appraiser that meets the requirements of a Illinois Certified General Appraiser to complete an appraisal of the subject property under a Real Property Appraisal and written as a Summary Appraisal Report. Said appraisal will be sufficient to present to the applicable Illinois Assessment Tax Appeal Boards supporting the Supervisor of Assessment's opinion of Market Value and Assessed Value. The appraisal engaged to complete the appraisal shall comply with the appropriate appraisal regulations and laws regarding licensing and/or certification in the State of Illinois.
11. APPRAISAL FEES: The consultant and client agree that the expense for the appraiser(s) is to be paid directly by the Consultant. The Client shall be responsible for any fees due the appraiser for depositions and/or testimony before the applicable Illinois County or State Tax Boards at a cost not to exceed \$150.00 per hour plus expenses of travel and lodging. The Consultant will pay for the appraiser to be available for not more than one (1) day of court hearing or Appeal Board Hearing at no cost to the County or the Supervisor of Assessments.
12. CONFIDENTIALLY: The client and the consultant agree that each will be exposed to certain confidential procedures, research, property lists, files, documents and proprietary data. The client and consultant agree to use their best efforts to protect said confidential procedures, research, property lists, files, documents and proprietary data to the best of their ability. The parties agree that the information and data required in the process of conducting conferences, and as required as a part of the appeal process at the county

and state level, is generally not considered confidential unless so declared in advance by the property owner and approved by the applicable tax board.

13. **Scope of Work:** The scope of work shall consist of a review of the assignment to determine the extent of research and analysis required, which shall include an inspection of the property, a review of public records, and a review of the requirements of the appraisal services. The Consultant will rely on other professional's opinions as to the extent of the release of contaminates (if any), and their proximity to the properties as listed above. The appraiser engaged to complete the appraisal will be instructed that the scope of work will consist of application of acceptable appraisal methodology and a final determination of the market value. Services shall consist of consultation with the Montgomery County Board of Commissions and the Montgomery County Supervisor or Assessments. It is acknowledged by the client that the scope of work will likely be modified as the assignment proceeds to properly develop the methodology, techniques, and applicable standards of value for instructions to the appraiser and extent of the assignment.
14. **TIME LINE OF ASSIGNMENT:** The Consultant agrees that this assignment will require being available to the Supervisor of Assessments during the research, analysis, and meetings with the property owner or their representatives, including negotiations and local and/or State of Illinois Property Tax Board Hearings.

Effective date of agreement is the 12<sup>TH</sup> day of March, the year of 2010

<b>Michael Plunkett, Chairman of the Board</b> X  Date: March <u>9</u> , 2010	<del><b>Eugene Stuard, Consultant</b></del> X  Date: March <u>12<sup>TH</sup></u> , 2010
Montgomery County Board	The Forrestal Group, Inc.
c/o Ray Durston, CIAO-I Supervisor of Assessments, Montgomery County Historic Courthouse, 3 <sup>rd</sup> Floor Hillsboro, Illinois 62049	2641 N. Cullen Ave., Suite 200 Evansville, Indiana 47715 Mailing Address: P. O. Box 4836 Evansville, Indiana 47724-0836
Phone#: (217) 532-9595	Phone #: (812) 421-1730 (800) 847-5982
Fax: (217) 532-9599	Fax #: (812)-491-2266
Email: rayd@montgomeryco.com	e-mail: gstuard@forrestal.net

10-17

AGREEMENT FOR CONSULTING SERVICES

1. PARTIES: Montgomery County Board, Montgomery County, Hillsboro, Illinois, the Client, hereby agrees to employ The Forrestal Group, Inc., Eugene Stuard, and its associates, as the Consultant(s) to provide services relating to the real property as further described in paragraph two (2) that follows.

2. PROPERTY: The subject property is located in Montgomery County, Illinois. The surface rights are owned by the Montgomery Land Company, LLC. The owner of the coal rights is Colt, LLC. The company that will be operating the coal mine is Hillsboro Energy. According to Mr. Durston of the Supervisor of Assessments, there are several hundred parcels included in this mining operating and may be more fully described in the Property Record Cards The property is the site of a coal mine.

Assignment Overview: This assignment is to provide consulting services to the Client and the Montgomery County Supervisor of Assessments in inspecting, reviewing, analyzing and assisting the Client in establishing a system for the assessment of the operating coal mine. The consultant shall serve to assist the Client through conferences with the property owner and/or their representatives. The consultant shall not engage an appraiser under this agreement. The Consultant, working with Ray Durston, Montgomery County Supervisor of Assessments, shall inspect and analyze the property, its land and improvements, and provide recommendations to the Supervisor of Assessments, the Montgomery County Finance Committee and the Montgomery County Board. The Supervisor of Assessments will provide a representative from the assessor's office to accompany the Consultant on the inspection of the subject property.

3. APPRAISAL OR APPRAISAL SERVICE: It is agreed that consultant will not provide an appraisal or an opinion of value under this agreement, but will work with Mr. Durston to develop the Supervisor of Assessment's opinion of assessed value over the next two (2) years.

4. COMPLETION of the assignment shall be as necessary to enable the client to meet the appropriate counties tax assessment appeal schedule, subject to unforeseen circumstances of conditions beyond the control of the Consultant or the Client.

5. PAYMENT FOR SERVICES: CONSULTANT'S FEE: The Consultant agrees to perform the services based on the fee structure as follows;

- 1) Hourly Fee of One Hundred Thirty Five Dollars per Hour: \$135.00 Hr
- 2) Travel Fee is to be based on 50% of the hourly fee
- 3) Actual reimbursements of expenses for lodging and meals
- 4) Actual travel costs or \$0.55 per mile
- 5) Actual costs of document duplication, postage & other related expenses

The Consultant hereby guarantees that the total fees on this assignment will not exceed Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00). Should actual fees and expenses exceed the "Not to Exceed" guarantee, the total invoice will reflect any overages as a professional discount.

STATEMENT FOR SERVICES: The Consultant shall invoice the Client on a quarterly basis for hourly fees and expenses expended to date. The invoice shall be due and payable not later than Twenty (20) days from date of receipt.

CONFERENCE: The Consultant shall be available to the Supervisor of Assessments for assistance in conferences related to obtaining agreements between the parties as a part of this agreement.

CANCELLATION In the event this agreement is terminated at any time prior to completion of the assignment, the Consultant will be paid for time and expenses that have been incurred up to the date of notice of cancellation. This agreement may be

terminated with Ten (10) days notice by Certified Mail to the address on the last page of this agreement.

RETAINER-No retainer is required on this agreement.

All sums due hereunder shall be payable as provided for in this agreement and shall be payable in the County of Consultant's principal residence. In the event it is necessary to employ an attorney to collect any sums due herein, Client agrees to pay reasonable attorneys fees and court costs expended by Consultant.

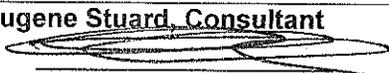
6. **AUTHORITY.** If applicable to the property being assessed, Consultant and his subcontractors, if required, are hereby authorized to make on-site inspections of subject property at all reasonable times and with reasonable notice to management to obtain supporting property data, including but not limited to: Building plans, plats, deeds, legal descriptions, abstracts, income and expense data, leases, options, and to be furnished copies of relevant information as it may relate to the assignment. Consultant has the authority, on behalf of the county, to request data, drilling logs, projections, engineer's reports and other such data from the property owner needed to complete this assignment.
7. **CONDITIONS.** Any written documents will be prepared for the sole and exclusive use of Client, and shall not be reproduced, printed or distributed in any manner without written consent of Consultant.
8. **WARRANTIES AND INDEMNITY.** Consultant does not make any warranties or guarantees of any kind regarding the condition of the property. Results represent Consultant's opinions and recommendations, without any warranty. Client agrees to indemnify Consultant, his employees and independent contractors from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the Client's actions. Consultant agrees to indemnify Client, Board Members and county employees from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the consultant's actions.
9. **GUIDENCE OF USPAP:** This agreement is intended to follow guidance from Advisory Opinion # 21 as a non-appraisal practice assignment that permits valuation services that are not governed by the Uniform Standards of Professional Practice. USPAP requirements are that the service to be provided is not misrepresented. The client understands and agrees that the consultant is acting in the capacity of a representative of the Montgomery County Board, Montgomery County Finance Committee and the Montgomery County Supervisor of Assessments in this matter and not as an appraiser.
10. **CONFIDENTIALLY:** The client and the consultant agree that each will be exposed to certain confidential procedures, research, property lists, files, documents and proprietary data. The client and consultant agree to use their best efforts to protect said confidential procedures, research, property lists, files, documents and proprietary data to the best of their ability. The parties agree that the information and data required in the process of conducting conferences, and as required as a part of the appeal process at the county and state level, is generally not considered confidential unless so declared in advance by the property owner and approved by the applicable tax board.
11. **Scope of Work:** The scope of work shall consist of a review of the assignment to determine the extent of research and analysis required, which shall include;
1. An inspection of the property and a review of public records,
  2. A review of the requirements as set forth in the Illinois guidelines for the valuation of coal (Revenue (35 ILCS200) Property Tax Code.
  3. Consultation with other counties in the State regarding procedures and valuation methodologies on different type of the stages of development, such as barren land, undeveloped land and developed land.
  4. A review of engineers reports, drilling logs, projections, coal reserves, and timetables on recovery of the coal reserves.
  5. Meetings with the property owner or their representatives to set up procedures for reporting to the Supervisor of Assessments activities in the mining operation
  6. Setting up procedures for developing the initial assessments and on-going annual assessments

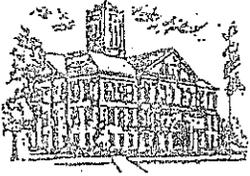
7. Working closely with the Supervisor of Assessments in developing this revenue source for Montgomery County in a fair and equitable manner.

The Consultant will rely on other professional's opinions as to the extent of the release of contaminants (if any), and their proximity to the properties as listed above. Services shall consist of consultation with the Montgomery County Board of Commissions and the Montgomery County Supervisor or Assessments. It is acknowledged by the client that the scope of work will likely be modified as the assignment proceeds to properly develop the methodology, techniques, and applicable standards of value.

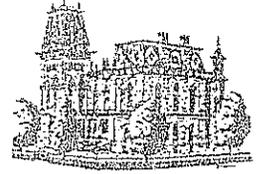
12. TIME LINE OF ASSIGNMENT: The Consultant agrees that this assignment will require being available to the Supervisor of Assessments during the research, analysis, meetings and establishing procedures with the property owner or their representatives. This assignment is projected to cover a period of two (2) years between the date of the execution of this agreement and the assessment of the subject property to include the valuation of the coal reserves for the assessment year of 2010 with taxes payable in 2011.

Effective date of agreement is the 12<sup>TH</sup> day of March, the year of 2010

<b>Michael Plunkett, Chairman of the Board</b> X  Date: March <u>9</u> , 2010	<b>Eugene Stuard, Consultant</b> X  Date: March <u>12<sup>TH</sup></u> , 2010
Montgomery County Board	The Forrestal Group, Inc.
c/o Ray Durston, CIAOI Supervisor of Assessments, Montgomery County Historic Courthouse, 3 <sup>rd</sup> Floor Hillsboro, Illinois 62049	2641 North Cullen Evansville, Indiana 47715 Mailing Address: P. O. Box 4836 Evansville, Indiana 47724-0836
Phone#: (217) 532-9595	Phone #: (812) 421-1730 (800) 847-5982
Fax: (217) 532-9599	Fax #: (812)-491-2266 e-mail: <a href="mailto:gstuard@forrestal.net">gstuard@forrestal.net</a>



# Regional Office of Education Christian-Montgomery Counties



To: Mike Plunkett, Montgomery County Board Chairman  
From: Greg Springer, Regional Superintendent  
Date: March 1, 2010  
Re: 3rd Quarter Report

I have attached the ROE #10 3rd Quarter Report. Additional information is available on our regional calendar located at [www.montgomery.k12.il.us](http://www.montgomery.k12.il.us). Highlights from this quarter include Gifted Education Seminar trainings, our annual Science Educators' Conference for grade 6-12 educators, and completion of required district compliance visits.

Sincerely,

Greg Springer  
Regional Superintendent

*Rec'd 3/1/10  
Chris Daniels*

Christian County Office  
County Courthouse  
101 South Main St. Taylorville,  
IL 62568  
Phone: (217) 824-4730  
Fax: (217) 824-3464

website: [www.montgomery.k12.il.us](http://www.montgomery.k12.il.us)

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

VCalendar

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Month events, January 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 2nd Quarter DD Report Due ROE	2
					Quarterly Meeting of Regional Board of School Trustees	
3	4 2:45 PM - 4:00 PM Gifted Education Seminar meeting- Monroeville	5 10:00 AM - 1:00 PM TAHG Proposal Meeting	6 JARSS General Membership Meetings	7 Dr. Janet Allen Workshop JARSS General Membership Meetings Vocational Systems Board of Control Meeting Birth to Three Forum	8 Birth to Three Forum	9
10	11 Gifted Education Seminar Training Gifted Coordinators' Meeting	12	13	14 8:30 AM - 3:30 PM Janet Allen Tools Every Teacher Needs for Teaching Content Literacy 2:00 PM - 4:00 PM ICCS Board Meeting Hillsboro District Compliance visit RVS Board of Control Meeting	15 Due date to ROE for affected districts to file petition to opt out of food service program	16
17	18	19 12:30 AM - 3:30 PM RESPRO Leadership Initiative - Meeting 1 of 4 Montgomery County School Districts/Law Enforcement Security Meeting	20 8:00 AM - 4:00 PM GED Test - Montgomery County Montgomery County Juvenile Stakeholder's Meeting	21 RESPRO school monitoring Monroeville District Compliance Visit	22	23
24	25 8:30 AM - 3:30 PM Differentiated Instruction: Theory into Practice Grades 6-12	26 8:30 AM - 3:30 PM Differentiated Instruction: Theory into Practice Grades 6-12 Gifted Education Seminar- observation - Redbug Mid-State Special Education Executive Committee Mtg.	27 RESPRO Lead Coaches' Meeting- Belleville Admin Acad Coord Mtg Area V Regional Supt. Mtg.	28 8:30 PM - 8:30 PM Bus Driver Refresher Course Edinburg District Compliance Visit	29	30
31						

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Month events, February 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 1:00 PM - 2:30 PM RESPRO school support- Edinburg	2 8:00 AM - 4:00 PM GED test - Christian County 9:00 AM - 11:00 AM Bus Driver Refresher Course 4:00 PM - 6:00 PM Gifted Education Seminar- observation Panhandle District ROE Compliance Visit	3 10:00 AM - 2:00 PM JARSS Executive Committee Meeting 11:45 AM - 1:00 PM CC Interagency Council Meeting 1:00 PM - 2:00 PM Sub- Regional Spelling Bee	4 3:45 PM - 5:00 PM Gifted Education Seminar Option 4 6:30 PM - 8:30 PM Bus Driver Refresher Course TAHG Grant Proposal Meeting South Fork District ROE Compliance Visit RESPRO Leadership Initiative - Meeting 2 of 4	5	6
7 Annual IAGC Convention	8 Annual IAGC Convention	9 No Child Left Behind Conference Feb 9 - 11 Annual IAGC Convention	10 No Child Left Behind Conference	11 Nokomis District Compliance Visit No Child Left Behind Conference	12	13
14	15	16	17	18 3:45 PM - 6:00 PM Gifted Education Seminar Litchfield District Compliance Visit	19 12:30 AM - 3:00 PM Regional Science Educators' Conference w/ Max McGee (keynote speaker) South Fork EC Screening	20
21	22 3:00 PM - 4:30 PM Gifted Education Seminar Support Meeting RESPRO support- school visit	23 10:00 AM - 4:00 PM JARSS Ad Hoc Committee Meeting Taylorsville District ROE Compliance Visit	24 Area V Regional Supt. Mtg.	25 RESPRO support- school visit	26 12:00 PM - 2:00 PM Lincolnwood Science Fair	27
28						

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Month events, March 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 8:30 AM - 11:00 PM RVS/ROE Staff Meeting	2	3 8:00 AM - 4:00 PM GED Test - Montgomery County IARSS General Membership & Legislative Reception	4 8:30 AM - 3:00 PM RESPRO Leadership Initiative 1:00 PM - 3:00 PM RVS Board of Control Meeting IARSS General Membership Meeting	5	6
7	8	9	10 Connections Conference 2010	11 ICEARY 2010 Conference Connections Conference 2010	12 ICEARY 2010 Conference	13
14	15 8:30 AM - 4:30 PM RESPRO Rethinking Homework, Best Practices That Support Diverse Needs" Dr. Calby Vatterott	16 5:30 PM - 7:00 PM RVS Advisory Board Meeting	17 12:00 PM - 1:30 PM MC Juvenile Stakeholder's Meeting	18 42nd Annual Illinois Reading Conference Pana District ROE Compliance Visit	19 42nd Annual Illinois Reading Conference	20 42nd Annual Illinois Reading Conference
21	22	23 Recognizing and Assisting Homeless Students: What Every Administrator Needs to Know	24 Area V Regional Sumt. Mtg.	25 8:30 AM - 4:00 PM RESPRO "Co-Teaching in the Classroom" Workshop	26	27
28	29	30	31 ROE Quarterly County Board Reports Due			

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**ROE #40/ROE #10  
 Science Educators' Conference  
 Best Western Inn – Carlinville, IL  
 February 19, 2010  
 Grades 6-12**

8:00-8:15	<b>Continental Breakfast</b>		
8:15-8:30	<b>WELCOME</b>		
<b>Rooms</b>	<b>Portside</b>	<b>Midship</b>	<b>Starboard</b>
8:30 – 9:30 Breakout 1	<b>Dr. Jim Bray</b> Blackburn College "Our planet is blue so why are we so worried about Green?"	<b>Dr. Stephen Mariett</b> SIU-E "Curriculum Topic Study" (will be repeated in Breakout 3)	<b>Dr. Jessica Krim</b> SIU-E "Ice Core Investigations: Exploring Climate Change in Ice Core Samples" (will be repeated in Breakout 2)
9:30-10:30 <b>KEYNOTE</b>	<b>Dr. Max McGee</b> <b>President, Illinois Math and Science Academy</b>		
10:30-10:45	<b>BREAK - Visit StarLab/Don Reid and tech vendor</b>		
10:45-11:45 Breakout 2	<b>Dr. Jim Bray</b> Blackburn College "Isn't it great to get strawberries in January?"	<b>Scott Walthes</b> Area 5 Technology Hub Technology in the Classroom "Google Earth"	<b>Dr. Jessica Krim</b> SIU-E "Ice Core Investigations: Exploring Climate Change in Ice Core Samples" (Repeat of Breakout 1)
11:45-12:30	<b>Lunch – Visit StarLab/Don Reid and tech vendor</b>		
12:30-1:30 Breakout 3	<b>Dr. Jim Bray</b> Blackburn College "Genes, Epigenetics, and Biotechnology, oh my!"	<b>Dr. Stephen Mariett</b> SIU-E "Curriculum Topic Study" (repeat of Breakout 1)	<b>Doug Mack</b> Floyd Henderson JHS – Flora "Teaching the Basics with Basics" (will be repeated in Breakout 4)
1:30-1:45	<b>Cookie Break – Visit StarLab/Don Reid and tech vendor</b>		
1:45 – 2:45 Breakout 4	<b>Rosemary Carlson</b> Pana High School "Classification of Matter" -a make-it –and- take-it activity using paperclips	<b>Warren Hemmer</b> Taylorville High School "What Is New in the Solar System and Universe?"	<b>Doug Mack</b> Floyd Henderson JHS – Flora "Teaching the Basics with Basics" (Repeat of Breakout 3)
2:45-3:00	<b>CONCLUSION and Door Prizes</b>		

# *Christian-Montgomery Regional Office of Education*

## FY10 Health/Life/Safety and District Compliance Visits

*Note: Please ask your maintenance personnel to invite your local fire chief/fire chief representative to join us on your scheduled H/L/S walk-through visit. All reviews (compliance and H/L/S) will start at 9:00 am at the district unit office unless other arrangements have been made. This schedule will be posted on our website under compliance as well as our web based district and regional calendars ([www.montgomery.k12.il.us](http://www.montgomery.k12.il.us)).*

**Full compliance rotation:**

- 2009-2010: Hillsboro, Morrisonville, Edinburg**
- 2010-2011: Pana, South Fork, Litchfield**
- 2011-2012: Taylorville, Nokomis, Panhandle**

**FY 10 H/L/S. visit schedule:**

Thursday, September 17	H/L/S at Panhandle
Tuesday, September 22 Wednesday, September 30	H/L/S at Taylorville
Wednesday, October 14	H/L/S at Litchfield
Wednesday, October 21	H/L/S at Pana
Tuesday, October 20	H/L/S at Nokomis
Thursday, October 22	H/L/S at Morrisonville and ChrisMont
Thursday, October 29	H/L/S at Edinburg
Tuesday, October 27 Thursday, November 12	H/L/S at Hillsboro
Tuesday, November 10	H/L/S at South Fork

**FY 10 three year rotation full compliance visit schedule:**

- Thursday, January 14: Compliance at Hillsboro
- Thursday, January 21: Compliance at Morrisonville
- Thursday, January 28: Compliance at Edinburg

<b>FY 10 Annual Monitoring Reviews:</b>
Panhandle (Tuesday, February 2)
South Fork (Thursday, February 4)
Pana (Thursday, March 18)
Nokomis (Thursday, February 11)
Litchfield (Thursday, February 18)
Taylorville (Tuesday, February 23)

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2010-03

**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
1080 B-CA SN 026-3032	Fayette County	50 %	2,747.54
	Montgomery County	50 %	2,747.54

TOTAL = 100 % \$ 5,495.08

BE IT FURTHER RESOLVED, the funds necessary to furnish 50% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 9th day of March, 2010.

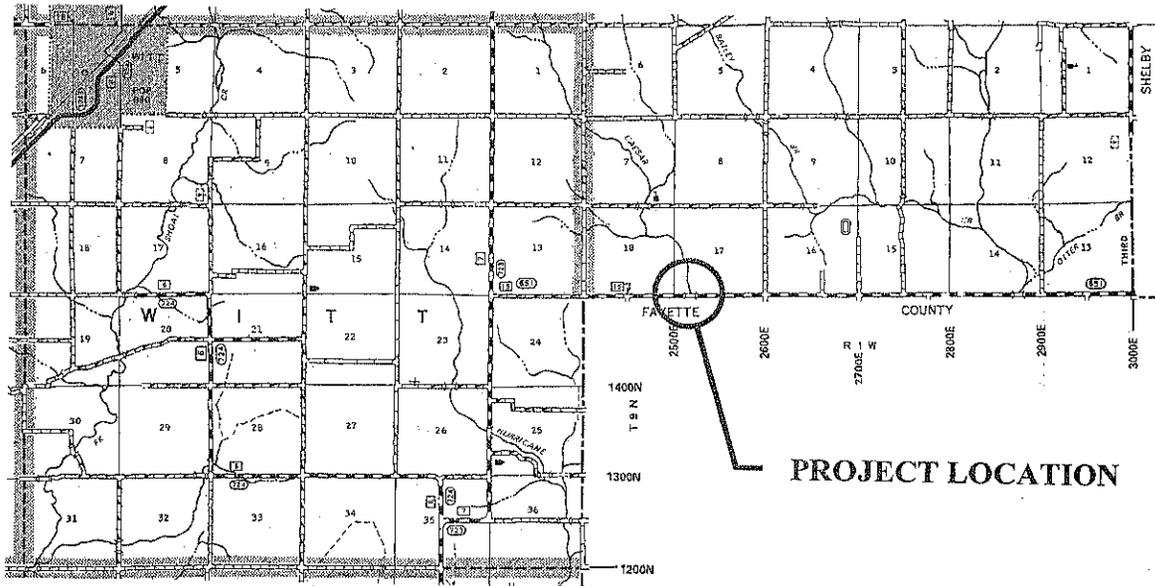
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

LOCATION MAP

Montgomery County  
& Fayette County  
New Bethel Avenue (CH 15)  
over Caesar Creek

Section 17, T.9N., R.1W. of 3<sup>RD</sup> P.M.



Local Agency Montgomery County Highway Dept.	 <b>Illinois Department of Transportation</b>  Preliminary Engineering Services Agreement For Federal Participation	Consultant McDonough-Whitlow, P.C.
County Montgomery		Address 138 E. Wood Street
Section 10-00135-00-BR		City Hillsboro
Project No.		State Illinois
Job No.		Zip Code 62049
Contact Name/Phone/E-mail Address Ruben Boehler (217) 532-6109		Contact Name/Phone/E-mail Address Toni McDonough (217) 532-9233 tmcd@mcdonough-whitlow.com

THIS AGREEMENT is made and entered into this 9th day of March, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

**Project Description**

Name Rocky Hollow Trail Route CH #14 Length 400 feet Structure No. 068-3037 (E)

Termini \_\_\_\_\_

Description Total bridge replacement including minimal approach work for CH#14 Rocky Hollow Trail over Brush Creek, Butler Grove Township, approximately 1 mile west of Butler.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 240 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

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

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification. **(Based on Statewide Permit)**
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination ~~or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances. **(ESR only)**
- ~~Cause to be made~~ **Cause to be made** Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ~~Review analysis of~~ **Review analysis of** Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information and engage services of Geotechnical Engineer to provide borings and Structure Geotechnical Report (SGR)
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

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







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

February 18, 2010

M-W #10-012

**PROJECT PLAN MANHOUR ESTIMATE**  
 Abbreviated BCR

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E V	E III	T III	C I	TOTAL
<b>1. Abbreviated Bridge Condition Report</b>								
0.1 Site visit				2				2
0.2 Review information and determine geographical & administrative data, construction reconstruction repair history and physical description of structure				2				2
0.3 Write report for field inspection & physical evaluation				2			0.5	2.5
0.4 Analysis alternatives for potential work determination & recommend scope of work				0			0	0
0.5 Cost estimates for alternatives				2				2
0.6 Proposed structure sketch				1		4		5
0.7 Obtain and Compile all attachments including photos.				2			1	3
0.8 QA/QC		0.5						0.5
<b>TOTAL</b>		<b>0.5</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>4</b>	<b>1.5</b>	<b>17</b>

Direct hourly rates

**TOTAL DIRECT SALARY**

Multiplier

**TOTAL DIRECT LABOR FEE**

37.00 37.00 20.25 12.75  
 18.50 0.00 81.00 19.13 \$ 525.63  
 \$ 1,471.75

**DIRECT COSTS**

8-1/2 x 11 Copies \$0.10 /sheet Report 4 sheets 4 copies \$ 1.60  
 8-1/2 x 11 Copies \$0.10 /sheet Attachments 5 4 copies \$ 2.00  
 8-1/2 x 11 Color Copies \$0.25 /sheet photos 5 4 copies \$ 5.00  
 11 x 17 Copies \$0.25 /sheet Attachments 1 4 copies \$ 1.00  
 Mileage \$0.500 /mi 15 mi rd trip 1 trips \$ 7.50  
 Postage \$4.90 /package 1 packages \$ 4.90  
 CADD \$12.50 /hour 4 hours \$ 50.00  
**TOTAL DIRECT COSTS \$ 72.00**

**TOTAL COST BCR \$ 1,543.75**

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**PROJECT PLAN MANHOUR ESTIMATE**  
**Project Development Report & ESR**

M-W #10-012

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	EV	E III	T III	C I	TOTAL
<b>1. Local Project Development Report for Group</b>								
<b>II Categorical Exclusions</b>								
0.1 Gather information and prepare narrative form 22110 - 11 pages				12			8	20
0.2 Prepare & compile Attachments				8		12	2	22
0.3 Attend Coordination Meeting				4				4
0.4 QA/QC		1						1
<b>2. 404 Permit</b>								
0.4 Prepare form				4				4
0.4 Prepare exhibits				1		4		5
0.4 QA/QC		0.5						0.5
<b>3. Environmental Survey Request Form</b>								
0.1 Prepare form				4			1	5
<b>TOTAL</b>		<b>1.5</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>16</b>	<b>11</b>	<b>61.5</b>

Direct hourly rates  
**TOTAL DIRECT SALARY** \$ 1,740.75  
 Multiplier 2.8  
**TOTAL DIRECT LABOR FEE** \$ 4,874.10

**DIRECT COSTS**

8-1/2 x 11 Copies	\$0.10 /sheet	Report	20 sheets	4 copies	\$ 8.00
8-1/2 x 11 Copies	\$0.10 /sheet	Attachments	5	4 copies	\$ 2.00
8-1/2 x 11 Color Copies	\$0.25 /sheet	photos	5	4 copies	\$ -
11 x 17 Copies	\$0.25 /sheet	Attachments	5	4 copies	\$ 5.00
Mileage	\$0.500 /mi		15 mi rd trip	trips	\$ -
Postage	\$4.90 /package		1 packages		\$ 4.90
CADD	\$12.50 /hour		16 hours		\$ 200.00
<b>TOTAL DIRECT COSTS</b>					<b>\$ 219.90</b>

**TOTAL COST PDR & ESR** \$ 5,094.00

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**PROJECT PLAN MANHOUR ESTIMATE**  
 Route & Hydraulic Survey

M-W #10-012

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	Land Surveyor	Survey Tech II	Survey Tech I	T IV	C I	TOTAL
<b>Route Survey</b>								
0.1 Field Survey Roadway			2	16	16			34
0.2 Download, process, develop DTM					2	8		10
<b>Hydraulic Survey</b>								
0.1 Establish Control				4	4			8
0.2 Topo and Stream profile & cross section			2	16	16			34
0.3 Download & process					2	4		6
<b>TOTAL</b>		<b>0</b>	<b>4</b>	<b>36</b>	<b>40</b>	<b>12</b>	<b>0</b>	<b>92</b>

Direct hourly rates  
 TOTAL DIRECT SALARY \$ 1,654.00  
 Multiplier 2.8  
 TOTAL DIRECT LABOR FEE \$ 4,631.20

DIRECT COSTS  
 Mileage \$ 30.00  
 CADD \$ 150.00  
 TOTAL \$ 180.00

TOTAL COST ROUTE & HYDRAULIC SURVEY \$ 4,811.20

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**PROJECT PLAN MANHOUR ESTIMATE**  
**ROW Survey**

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

Direct hourly rates  
**TOTAL DIRECT SALARY** \$ 1,112.00  
 Multiplier 2.8  
**TOTAL DIRECT LABOR FEE** \$ 3,113.60

**DIRECT COSTS**  
 Mileage \$ 7.50  
 Postage \$ 4.90  
 CADD \$ 200.00  
**TOTAL DIRECT COSTS** \$ 212.40

15 mi rd trip 1 trips  
 1 packages  
 16 hours

**TOTAL COST ROW SURVEY** \$ 3,326.00

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PROJECT PLAN MANHOURLY ESTIMATE  
 Bridge

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	EV	E III	T IV	C I	TOTAL
<b>1. Preliminary Bridge Design &amp; Hydraulic Report</b>								
0.1 Review Survey Information					4			4
0.2 Develop Cross Sections					2	8		10
0.3 Run Hydraulics			8		32			40
0.4 Scour Analysis					4			4
0.5 Develop preliminary Roadway profile					4			4
0.6 Report Narrative and Hydraulic Data sheet, support data			2		8	4	4	18
0.7 Coordinate location of soil borings & evaluate foundation type					6			6
<b>TOTAL Preliminary Bridge &amp; Hydraulic Report</b>		<b>0</b>	<b>0</b>	<b>10</b>	<b>60</b>	<b>12</b>	<b>4</b>	<b>86</b>

Direct hourly rates 37.00 37.00 37.00 26.45 20.75 12.75  
**TOTAL DIRECT SALARY** 0.00 0.00 370.00 1,587.00 249.00 51.00 \$ 2,257.00  
 Multiplier 2.8  
**TOTAL DIRECT LABOR FEE** \$ 6,319.60

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	EV	E III	T III	C I	TOTAL
<b>1. BRIDGE DESIGN COMPUTATIONS &amp; CHECKING</b>								
0.1 PPC Deck Beams			1		2			3
0.2 Abutment Elevations			1		2			3
0.3 Abutment Design			1		2			3
0.4 Pier Design					0			0
0.5 Foundation design			0.5		4			4.5
0.6 Determination of staging and soil retention requirements - assume closure & defour			1		2			3
<b>TOTAL BRIDGE COMPUTATIONS</b>		<b>0</b>	<b>4.5</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>16.5</b>

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PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	EV	E III	T III	C I	TOTAL
<b>2. PREFINAL BRIDGE PLANS</b>								
0.1 General Plan & Elevation - 1 Sheet			2		16	24		42
0.2 Superstructure Plan & Typical Elevation - 1 Sheet					2	8		10
0.3 Superstructure Detail Sheet - 1 sheet					2	4		6
0.4 Deck Beam Details (incl bill of material)-2 shts					2	4		6
0.5 Abutment Sheets (1) (incl. Quantities)					12	16		28
0.6 Pier Sheets (0) (incl. Quantities)- assume single span								0
0.7 Foundation detail sheet					0.5	2		2.5
0.8 Boring Sheets					0.5	2		2.5
0.9 Railing sheets					1	2		3
0.10 Special Provisions - bridge specific					2		1	3
0.11 Pay Item Worksheet- demolition quant est					2			2
0.12 Estimate of Time (incl in roadway)								0
0.13 Plan Review		12			8			20
<b>TOTAL PREFINAL BRIDGE PLANS</b>		<b>0</b>	<b>14</b>	<b>0</b>	<b>48</b>	<b>62</b>	<b>1</b>	<b>125</b>

<b>3. FINAL BRIDGE PLANS</b>								
0.1 Review IDOT Comments			1		4	8		5
0.2 CADD Revisions					2			10
0.3 Compile Computations							2	2
0.4 Shop Drawing Review			0.5		4		0.5	5
<b>TOTAL FINAL BRIDGE PLANS</b>		<b>0</b>	<b>1.5</b>	<b>0</b>	<b>10</b>	<b>8</b>	<b>2.5</b>	<b>22</b>
<b>4. QA/QC</b>								
					2			2
<b>5. ADMINISTRATION</b>								
					2		4	6
<b>TOTAL BRIDGE DESIGN, PLANS, QA/QC, &amp; ADMIN</b>		<b>4</b>	<b>20</b>	<b>0</b>	<b>70</b>	<b>70</b>	<b>7.5</b>	<b>171.5</b>

Direct hourly rates 37.00 37.00 37.00 26.45 20.25 12.75  
**TOTAL DIRECT SALARY** 148.00 740.00 0.00 1,851.50 1,417.50 95.63 \$ 4,252.63  
 Multiplier 2.8  
**TOTAL DIRECT LABOR FEE** \$ 11,907.35



McDonough-Whitlow, P.C.  
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February 18, 2010

**PROJECT PLAN MANHOUR ESTIMATE**  
 Roadway Plans

M-W #10-012

TOTAL  
CHECK

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E V	E III	T IV	C I	TOTAL
<b>1. Roadway Design</b>								
0.1 Review Survey information					4			4
0.2 Develop Proposed Profile			1		4	4		9
0.3 Traffic Control Plan			1		2			3
0.4 Erosion Control					4			4
0.5 Guardrail					2			2
<b>Total Roadway Design</b>		<b>0</b>	<b>0</b>	<b>2</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>22</b>

<b>2. PREFINAL ROADWAY PLANS</b>								
0.1 Cover Sheet					2	8		10
0.2 Summary of Quantities/Typical Section/ General Notes - 2 sheets					16	24		40
0.3 Detour Plan					2	8		10
0.4 Plan & Profile					16	24		40
0.5 Erosion Control plan - 1 sheet					4	12		16
0.6 Cross Sections - 4 sheets					8	16		24
0.7 Special Provisions - roadway specific					2		1	3
0.8 Estimate of Time					2		2	4
0.9 Plan Review				12				12
<b>TOTAL PREFINAL PLANS</b>		<b>0</b>	<b>0</b>	<b>12</b>	<b>52</b>	<b>92</b>	<b>3</b>	<b>159</b>

<b>3. FINAL ROADWAY PLANS</b>								
0.1 Review IDOT Comments				4				4
0.2 CADD Revisions				2		8		10
<b>TOTAL FINAL PLANS</b>		<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>14</b>
<b>4. QA/QC</b>		<b>2</b>						<b>2</b>
<b>5. ADMINISTRATION</b>		<b>2</b>						<b>2</b>

<b>TOTAL ALL TASKS</b>		<b>4.00</b>	<b>0.00</b>	<b>20.00</b>	<b>68.00</b>	<b>104.00</b>	<b>3.00</b>	<b>199</b>
Direct hourly rates		37.00	37.00	37.00	26.45	20.75	12.75	
<b>TOTAL DIRECT SALARY</b>		<b>148.00</b>	<b>0.00</b>	<b>740.00</b>	<b>1,798.60</b>	<b>2,158.00</b>	<b>38.25</b>	<b>\$ 4,882.85</b>
Multiplier								<b>2.8</b>
<b>TOTAL DIRECT LABOR FEE</b>								<b>\$ 13,671.98</b>

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

February 18, 2010

M-W #10-012

BOOK

10 PAGE 43

**DIRECT COSTS**

8-1/2 x 11 Copies

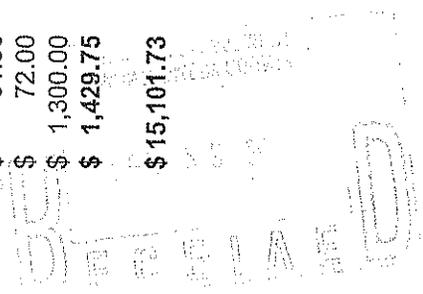
	SP's	10 sheets	5 copies	Prefinal	TOTAL
\$0.10 /sheet	Calc & SP	10 sheets	5 copies	Prefinal	\$ 5.00
\$0.10 /sheet		20	2 copies	Final	\$ 4.00
\$0.10 /sheet		20	3 copies	PBHR	\$ 6.00
\$0.25 /sheet		9 roadway	5 copies	Prefinal	\$ 11.25
\$3.50 /sheet		9 roadway	1 copy	Final	\$ 31.50
\$8.00 /sheet		9 roadway	1 copy	Final	\$ 72.00
\$12.50 /hour		104 hours			\$ 1,300.00
					\$ 1,429.75
					\$ 15,101.73

CADD

**TOTAL DIRECT COSTS**

**TOTAL COST ROADWAY PLANS**

Totals					
BCR	\$ 1,543.75				
Project Development Report & ESR	\$ 5,094.00				
Route & Hydraulic Survey	\$ 4,811.20				
ROW Survey	\$ 3,326.00				
Preliminary Bridge Design & Hydraulic Report, Bridge	\$ 19,431.55				
Plans and Special Provisions	\$ 15,101.73				
Roadway Plans and Special Provisions	\$ 49,308.23				
<b>TOTAL</b>					



Local Agency Montgomery County Highway Dept.	 <p><b>Illinois Department of Transportation</b></p> <p><b>Preliminary Engineering Services Agreement For Federal Participation</b></p>	Consultant Hurst-Rosche Engineers, Inc.
County Montgomery		Address 1400 E Tremont Street, PO Box 130
Section 10-00136-00-BR		City Hillsboro
Project No.		State IL
Job No.		Zip Code 62049
Contact Name/Phone/E-mail Address Ruben Boehler 217-532-6109 r.boehler@gmail.com		Contact Name/Phone/E-mail Address Thomas G. Baker 217-532-3959 tbaker@hurst-rosche.com

THIS AGREEMENT is made and entered into this 9th day of March, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

**Project Description**

Name	County Highway No. 5 over Fawn Creek	Route	CH5 (FAS 2723)	Length		Structure No.	068-3033(ex) 068-3363(prop)
Termini	_____						

Description  
Total bridge replacement.  
County Road No. 5 over Fawn Creek

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 270 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

10/10/06 45

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

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

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

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

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

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.



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

- 4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
- 5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

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

- 8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
- 9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

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









Exhibit A - Preliminary Engineering

\*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 165.87 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Route: CH5 (FAS 2723)  
 Local Agency: Montgomery County Highway Department  
 (Municipality/Township/County)  
 Section: 10-00136-00-BR  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

Method of Compensation:  
 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]  
 0.37 (DL) + DL + R(DL) + OH(DL) + IHDL  
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
BCR & Bridge Plans	Engineer IV	47	41.51	1,950.97	3,236.07			752.12	\$5,939.17
	Engineer II	80	27.45	2,196.00	3,642.51			846.58	\$6,685.09
	Engineer I	80	20.22	1,617.60	2,683.11			623.60	\$4,924.32
	Cadd Tech III	44	16.75	737.00	1,222.46			284.12	\$2,243.58
	Clerical	3	14.35	43.05	71.41		19.20	16.60	\$131.05
Mileage -40 miles								2.78	\$21.98
<b>Totals</b>		254		6,544.62	10,855.56		19.20	2,525.80	\$ 19,945.19

Exhibit A - Preliminary Engineering

Route: CH5 (FAS 2723)  
 Local Agency: Montgomery County Highway Department  
 (Municipality/Township/County)  
 Section: 10-00136-00-BR  
 Project:  
 Job No.:

Method of Compensation:

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

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

Overhead Rate (OH) 165.87 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
<b>Roadway Plans</b>									
	Engineer IV	1	41.51	41.51	68.85			16.00	\$126.37
	Engineer III	18	33.40	601.20	997.21			231.77	\$1,830.18
	Engineer I	68	20.22	1,374.96	2,280.65			530.06	\$4,185.67
	Cadd Tech IV	8	22.75	182.	301.88			70.16	\$554.05
	Cadd Tech III	66	16.75	1,105.50	1,833.69			426.18	\$3,365.38
Mileage -- 40 miles							19.20	2.78	21.98
<b>Totals</b>		161		3,305.17	5,482.29		19.20	1,276.97	\$ 10,083.62

Exhibit A - Preliminary Engineering

Route: CH5 (FAS 2723)  
 Local Agency: Montgomery County Highway Department  
 (Municipality/Township/County)  
 Section: 10-00136-00-BR  
 Project:  
 Job No.:

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

Overhead Rate (OH) 165.87 %  
 Complexity Factor (R) 0.00  
 Calendar Days

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]  
 0.37 (DL) + DL + R(DL) + OH(DL) + IHDL  
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
<b>ROW &amp; Easements</b>									
	PLS IV	16	36.35	581.60	964.70			224.21	\$1,770.51
	Cadd Tech IV	12	22.75	273.00	452.83			105.24	\$831.07
	Party Chief	4	22.13	88.52	146.83			34.13	\$269.47
	Rodman	8	11.95	95.60	158.57			36.85	\$291.03
Mileage 60 miles							28.80	4.18	\$32.98
<b>Totals</b>		40		1,038.72	1,722.92		28.80	404.61	\$ 3,195.06







Municipality Coffeen	 <p><b>Illinois Department of Transportation</b></p> <p><b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b></p>	<p><b>CONSULTANT</b></p>	Name Allen Henderson & Associates, Inc.
Township East Fork			Address 907 South 4 <sup>th</sup> Street
County Montgomery			City Springfield
Section 09-00131-00-RS			State Illinois

FILED  
MAR 10 2010  
COUNTY CLERK

THIS AGREEMENT is made and entered into this 9th day of March, 2010 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 F.A.S. 1746 (C.H. 9)

Route F.A.S. 1746 Length ±1.555 Mi. ±8,210 FT (Structure No. N/A)

Termini Project begins at a point near the S.W. corner of the N.W. ¼ of the S.E. ¼ of Section 2, T. 7N., R. 3W., of the 3<sup>rd</sup> P.M. and extends northerly.

Description:  
The project consists of the extra design of whitetopping pavement and other incidental items of roadway work.

**Agreement Provisions**

**The Engineer Agrees,**

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

Note: Four copies to be submitted to the Regional Engineer

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 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 1a, 1g, 1i, of the ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The total cost of services to be rendered by THE ENGINEER shall not exceed \$11,223.36 providing the scope of the project does not change.

Grade Classification of Employees	Hourly Rate
Senior Civil Engineer	99.50
Civil Engineer	54.56
Senior CADD Tech	68.72
Technician	44.17

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until December 31, 2010. In event the services of the ENGINEER extend beyond December 31 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

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

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

---

**It is Mutually Agreed,**

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

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

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

By *Sandy Leitheiser*  
MONTGOMERY COUNTY Clerk  
(Seal) Sandy Leitheiser

Mike Plunkett  
By *Michael S. Plunkett*  
Title County Board Chairman

Executed by the ENGINEER:

ATTEST:

By *Christopher P. Hopkins*  
Title Vice-President

By *Mark A. Henderson*  
Title President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer



Illinois Department of Transportation

Resolution Appointing County Engineer

WHEREAS, a vacancy exists (will exist) on March 22nd, 2010 in the office of County Engineer in Montgomery County, Illinois due to the expiration of the six-year term of the incumbent County Engineer Ruben Boehler, and

WHEREAS, the Montgomery County Board by resolution dated 3/9/2010, submitted the names of Kevin Smith, candidates to the Department of Transportation to take the examination for the office of County Engineer, and

WHEREAS, the Department of Transportation by Milton Sees, Secretary, certified to the County Clerk of Warren County on 4/10/2008, that Kevin Smith made a satisfactory grade and is eligible for appointment to said office:

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Board that Kevin Smith is hereby appointed, County Engineer for Montgomery County for a term of six years effective 3/22/2010, and

BE IT FURTHER RESOLVED, by the Montgomery County Board that the salary of the County Engineer be fixed as follows:

from	3/22/2010	to	3/22/2011	\$	85,000.00
from	3/22/2011	to	3/22/2012	\$	87,975.00
from	3/22/2012	to	3/22/2013	\$	**
from	3/22/2013	to	3/22/2014	\$	**
from	3/22/2014	to	3/22/2015	\$	**
from	3/22/2015	to	3/22/2016	\$	**

\*\* Salary Increase will coincide with Union Employees

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two (2) certified originals of this resolution to the Department of Transportation, through its Regional Engineer's office at Springfield Illinois.

STATE OF ILLINOIS )
) SS
County of Montgomery )

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 Montgomery County Board at its Regular meeting held at Hillsboro, IL on 3/9/2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County at my office in Hillsboro, in said County, this 9th day of March, 2010

(SEAL)

Sandy Leitheiser
County Clerk

**A RESOLUTION OPPOSING  
REDUCTION OF LOCAL GOVERNMENT DISTRIBUTIVE FUND**

**WHEREAS**, Illinois counties are currently experiencing a tremendous decline in revenues during this great recession; and

**WHEREAS**, counties are in fiscal turmoil and unable to provide vital services to citizens including police, courts, record processing, road maintenance; and

**WHEREAS**, Illinois taxpayers live in counties throughout the state and contribute income tax of which 90% goes to the state and 10% goes to local government services; and

**WHEREAS**, Governor Quinn proposed in his March 10, 2010 budget address to withhold 30% of this shared revenue keeping \$300 million of that for the state budget; and

**WHEREAS**, this proposed withholding of county revenue will cost local governments \$23.10 per resident, which could be used to provide services the local taxpayer needs; and

**WHEREAS**, this reduction compounds on the state's late payments of Local Government Distributive Fund amounts to counties by several months causing shortfalls in meeting county bills; and

**WHEREAS**, local taxpayers deserve to have these tax dollars returned to their communities to pay for local community employees, to provide local community services and to not see local tax increases;

**NOW THEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY BOARD AS FOLLOWS:**

**SECTION 1:** The Montgomery County Board strongly opposes any reduction of the Local Government Distributive Fund due counties and demands the 10% be kept whole.

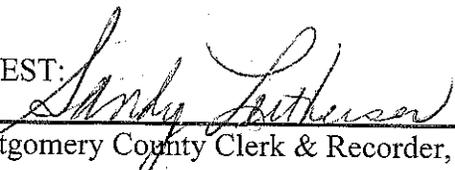
**SECTION 2:** The Montgomery County Board requests every Senator and Representative to reject this diminution of desperately needed revenue due counties.

**SECTION 3:** Montgomery County will be financially impacted by hundreds of thousands and will be forced to make local budget cuts and reductions of services.

**SECTION 4:** The Clerk is hereby directed to send copies of this Resolution to Governor Quinn, the legislative leaders of both chambers of the Illinois General Assembly and members representing this county.

PASSED this 13<sup>th</sup> day of April, 2010.

ATTEST:

  
\_\_\_\_\_  
Montgomery County Clerk & Recorder, Sandy Leitheiser

  
\_\_\_\_\_  
Montgomery County Board Chairman, Mike Plunkett

**MONTGOMERY COUNTY, ILLINOIS**

**Selected Financial Information  
for  
Presentation to  
Montgomery County Board**

**November 30, 2009**

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 2009

**Assessed Valuation**

- 1999	\$ <u>284,721,319</u>
- 2000	\$ <u>287,958,125</u>
- 2001	\$ <u>299,539,384</u>
- 2002	\$ <u>303,494,475</u>
- 2003	\$ <u>315,341,739</u>
- 2004	\$ <u>306,055,560</u>
- 2005	\$ <u>312,720,676</u>
- 2006	\$ <u>325,357,955</u>
- 2007	\$ <u>347,977,986</u>
- 2008	\$ <u>364,485,430</u>

**General Fund**

Excess (deficiency) of revenues over expenditures

11/30/00	\$ <u>374,168</u>
11/30/01	\$ <u>(64,953)</u>
11/30/02	\$ <u>(496,972)</u>
11/30/03	\$ <u>(202,999)</u>
11/30/04	\$ <u>440,441</u>
11/30/05	\$ <u>(133,056)</u>
11/30/06	\$ <u>31,141</u>
11/30/07	\$ <u>2,439,897</u>
11/30/08	\$ <u>(454,542)</u>
11/30/09	\$ <u>587,698</u>

## MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 2009

<u>General Fund</u>	<u>2009</u>		<u>2008</u>	
<b>Revenues:</b>				
Property taxes	\$ 816,406	12.40 %	\$ 665,862	13.12 %
Interest and costs	326,845	4.96	158,547	3.12
Sales taxes	949,296	14.42	985,269	19.41
Income	789,854	12.00	935,322	18.43
Replacement, inheritance and real estate	282,267	4.29	193,177	3.81
Fines and fees	1,591,273	24.16	1,371,771	27.03
Miscellaneous	1,271,004	19.30	149,031	2.93
Reimbursed expenses	<u>558,466</u>	<u>8.47</u>	<u>616,828</u>	<u>12.15</u>
Total revenues	<u>6,585,411</u>	<u>100.00 %</u>	<u>5,075,807</u>	<u>100.00 %</u>
<b>Expenditures:</b>				
Building and grounds	387,548	6.23 %	552,682	9.83 %
County Clerk	224,501	3.61	216,877	3.86
Treasurer	204,061	3.28	206,952	3.68
Coroner	83,431	1.34	113,029	2.01
Regional Superintendent	59,677	.96	50,848	.90
Supervisor of Assessments	180,599	2.91	207,372	3.69
Board of Review	37,511	.60	32,871	.58
County Board	102,477	1.65	106,373	1.89
Information system	111,755	1.80	81,833	1.45
Election	119,259	1.92	186,645	3.32
General administration	1,106,353	17.81	668,497	11.88
Judges	11,424	.18	11,292	.20
State's Attorney	407,577	6.56	395,250	7.03
Circuit Clerk	276,889	4.46	252,613	4.49
Probation	280,223	4.51	262,917	4.67
Public Defender	181,920	2.93	167,151	2.97
Jury	164,523	2.65	126,307	2.25
Sheriff	1,969,993	31.71	1,801,005	32.02
Emergency Services	55,157	.89	53,356	.95
Ambulance	51,115	.82	41,794	.74
Animal Control	47,805	.77	53,170	.95
Drug Task Force	-	-	32,140	.57
Economic and infrastructure development	32,308	.52	-	-
Geographic Information System	27,490	.44	-	-
Coordinated Services	25,403	.41	-	-
Solid Waste	13,811	.22	-	-
Recycling	<u>50,568</u>	<u>.82</u>	<u>4,078</u>	<u>.07</u>
Total expenditures	<u>6,213,378</u>	<u>100.00 %</u>	<u>5,625,052</u>	<u>100.00 %</u>
Excess (deficiency) of revenues over expenditures	372,033		(549,245)	
Transfers	<u>215,665</u>		<u>94,703</u>	
Net change in fund balance	<u>\$ 587,698</u>		<u>\$ (454,542)</u>	
<b>Fund Balance, end of year</b>	<u>\$ 5,248,796</u>		<u>\$ 4,661,098</u>	

BUDGET 10 01  
**MONTGOMERY COUNTY, ILLINOIS**

**Selected Financial Information  
 November 30, 2009**

**Public Health**

	<u>2009</u>		<u>2008</u>	
Revenues:				
Taxes	\$ 362,971	10.95 %	\$ 352,519	14.15%
Fees and miscellaneous	334,638	10.10	313,082	12.57
Intergovernmental	2,602,547	78.54	1,800,065	72.26
Interest	<u>13,590</u>	<u>.41</u>	<u>25,354</u>	<u>1.02</u>
Total revenues	<u>3,313,746</u>	<u>100.00 %</u>	<u>2,491,020</u>	<u>100.00%</u>
Expenditures	<u>2,955,233</u>		<u>3,028,189</u>	
Net change	<u>\$ 358,513</u>		<u>\$ (537,169)</u>	

**County Highway**

Revenues	\$ 1,959,985	\$ 1,912,267
Expenditures	<u>2,523,833</u>	<u>1,964,652</u>
Net change	<u>\$ (563,848)</u>	<u>\$ (52,385)</u>



This Agreement is entered into on April 12, 2010 and is between Direct Energy Business, LLC ("Direct Energy") and Montgomery County ("Buyer"). Direct Energy and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

#### 1. Nature of Service:

This Agreement shall become effective only upon (i) execution by Buyer of the Confirmation and this Agreement; and (ii) the earlier of execution of this Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of this Agreement to Buyer. Upon such effectiveness, Direct Energy will provide PSC Services and Electricity to meet Buyer's full usage requirements at Buyer's Facility(ies) and Buyer will receive and pay for PSC Services and Electricity to meet such usage requirements. Direct Energy will deliver Electricity to the Host Utility for delivery to Buyer's Facility(ies).

Buyer and Direct Energy acknowledge that Direct Energy does not intend to serve customers whose aggregate usage per Host Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's locations within a Host Utility's service area exceeds 15,000 kWh per year. Upon request by Direct Energy, Buyer shall provide evidence sufficient to prove that Buyer's usage within a Host Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Host Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Direct Energy reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. The effect of such termination is described in Section 13 of this Agreement. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Host Utility's service area]."

#### 2. Term:

Direct Energy shall use reasonable efforts to commence service on the Facility(ies) meter read date in the start month stated on the Pricing Attachment or Exhibit B, as applicable. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Host Utility of the completion of all required switching and enrollment processes and if such switching and enrollment processes occur after the Facility(ies) meter read date in the start month stated on the Pricing Attachment or Exhibit B, as applicable. Buyer's Facility(ies) shall be enrolled at the next available meter read date. Direct Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Host Utility.

Service shall continue through the Facility(ies) meter read date in the end month or with respect to PowerPortfolio™ or PowerAdvantage™ service, until the meter read date after the expiration of the Transaction or Transaction Confirmation, if later as stated on the Pricing Attachment or Exhibit B, as applicable (the "Term"), unless sooner terminated as provided herein. At the end of the Term, if Buyer and Direct Energy have not entered into any written modification, amendment or renewal of this Agreement and if Buyer has not elected to obtain service from another supplier, this Agreement shall automatically continue on a month-to-month basis ("Monthly Renewal") at the market-based costs as defined in the Confirmation.

#### 3. Definitions:

As used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:

##### "Actual Damages"

means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party") would experience as a result of termination. As to each terminated transaction, Actual Damages shall be deemed to equal: (A) where Direct Energy is the Damaged Party, the positive difference, if any, between the contract price of the Electricity - as described in the Confirmation - for the remaining term of such terminated transaction and the market price of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner; and (B) where Buyer is the Damaged Party, the positive difference, if any, between the market price of the Electricity for the remaining term of such terminated transaction and the contract price of the Electricity - as described in the Confirmation - for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner. For the avoidance of doubt, "contract price" shall include the PSC Services fee for purpose of the above calculations.

##### "Ancillary Services"

means wholesale electric services and products required to facilitate delivery of Energy to the Host Utility.

##### "Confirmation"

refers to the product and pricing attachment(s) to this Agreement, which set forth a description of the Energy product selected by Buyer, describes the pricing for such Energy product, and identifies the Facilities covered by this Agreement. For fixed price service, the Confirmation includes a Part I (Energy product description) and a Part II (Pricing Attachment), in addition to any special provisions to the Agreement agreed to between the Parties. For PowerPortfolio™ or PowerAdvantage™ service, the Confirmation includes a Part I (Product and Pricing description), together with an Exhibit A and Exhibit B, in each case as defined herein. In all cases, the confirmation also includes any special provisions to the Agreement agreed to between the Parties.

**"Distribution"**

means all delivery service for Energy and applicable Ancillary Services provided by the Host Utility.

**"Electricity"**

means the combination of Energy and Ancillary Services which are provided by Direct Energy under this Agreement.

**"Energy"**

means electrical energy, as measured in kilowatt hours (kWh) or megawatt hours (MWh).

**"Event of Default"**

means: (a) the failure of a Party to make, when due, any payment that is required under this Agreement; (b) any representation or warranty made by a Party that proves to be false or misleading in any material respect; (c) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (d) Buyer's failure to cooperate with Direct Energy as reasonably required in order for Direct Energy to perform its obligations under this Agreement. If an Event of Default has occurred, (a) the non-defaulting Party shall have the right to setoff and net against any undisputed amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, and (b) Direct Energy shall additionally have the right to setoff and net against any deposit or security provided by Buyer pursuant to this Agreement any amounts, charges or damages owed by Buyer to Direct Energy.

**"Exhibit A"**

applies only to PowerPortfolio™ or PowerAdvantage™ service, and refers to the form of Transaction Confirmation attached to this Agreement, identified as Exhibit A, and which is used to confirm Transactions entered into under this Agreement, as described in the Confirmation.

**"Exhibit B"**

applies only to PowerPortfolio™ or PowerAdvantage™ service, and refers to the list of Facilities attached to this Agreement and identified as Exhibit B, which list specifies the Facilities covered under the scope of this Agreement or Exhibit B, as applicable.

**"Facility (ies)"**

means the electric account meter(s) located at the service address(es) for which Buyer has the authority to purchase Electricity under this Agreement and which are set forth on the Pricing Attachment or Exhibit B, as applicable.

**"Firm"**

means that Parties may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

**"Force Majeure"**

means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either Party that interferes with its ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any Party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other Party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur any commercially unreasonable expense in doing so. It is expressly understood by the Parties that the ability of Direct Energy to sell the services provided hereunder at a price greater than the Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products and services provided hereunder for an amount less than the Price shall not constitute an event of Force Majeure. Buyer acknowledges that while Direct Energy may take title to Energy provided hereunder, Direct Energy does not own or operate transmission or distribution systems through which Energy is delivered to Buyer, and the Parties therefore agree that Direct Energy shall not be liable for any damages associated with any failure in the delivery of Energy in connection with the failure of such transmission or distribution systems.

**"Host Utility"**

means any investor-owned utility, municipal utility, public utility, or other provider of electric lines whose system is directly interconnected with and which provides Distribution to Buyer's Facility(ies).

**"Point(s) of Delivery"**

shall mean the point(s) where Energy is delivered to the Host Utility.

**"PowerSupply Coordination (PSC) Services"**

are the services provided by Direct Energy to match the Facility(ies) load, as described in this Agreement. As described in the Confirmation, the fee for PSC Service (the "PSC Services fee") is included in the Price to be paid by Buyer.

**"Pricing Attachment"**

applies only to fixed price service, and refers to Part II of the Confirmation and describes (together with Part I) the pricing terms

applicable to, and the Facilities covered by, this Agreement.

**"Seams Elimination Cost Adjustment ("SECA")"**

is a FERC mandated transmission charge for recovery of transmission owner revenue lost due to the elimination of the through and out rates.

**"Transaction Confirmation"**

applies only to PowerPortfolio™ or PowerAdvantage™ service, and is defined in Part I of the Confirmation.

**4. Type of Service:**

Firm - subject only to Force Majeure.

**5. Price:**

Pricing is as set forth in the Confirmation.

**6. Billing and Payment:**

Payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment in full in any month, interest will be assessed on the late balance at the lower of one-and-one-half (1.5%) percent per month or the highest rate allowed by law. Buyer may in good faith dispute any portion of an invoice by providing Direct Energy with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. Buyer shall remit all invoiced and undisputed amounts by the date due. In all cases, the Parties shall use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed, together with interest thereon as provided above, shall be paid within three (3) days of the date on which the dispute is resolved.

Buyer will receive from Direct Energy a monthly invoice following its meter read date for services provided under this Agreement as well as for the Host Utility delivery service charges, unless Direct Energy is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for a Facility(ies) that is initiated by the Host Utility (in such cases, Buyer will receive separate bills for Direct Energy's charges (as set forth in the Confirmation) and for the Host Utility's charges until such time that the single bill option arrangement is available through Direct Energy and approved by the Host Utility for the Facility(ies)). Buyer shall receive a separate invoice per Facility unless Buyer selects the Aggregated Billing option as described in this paragraph and reflected in a "Billing Contract Information and Selection Form." "Aggregated Billing" means that billing for Buyer's Facility(ies) may be combined into a single monthly invoice (excepting however, that a aggregated invoice may contain no more than fifty (50) Facilities. If Buyer has more than fifty (50) Facility(ies), Buyer shall receive more than one aggregated invoice). If Buyer selects Aggregated Billing, Direct Energy shall choose the day of the month on which to deliver an invoice to Buyer based upon the Facility(ies) meter read dates. In the event Buyer desires to discontinue Aggregated Billing and instead receive a separate invoice for each Facility, Buyer shall submit such request in writing to Direct Energy and Direct Energy shall separate Buyer's invoice provided that there are no outstanding invoice balance(s) on Buyer's Facility(ies).

If in any month Direct Energy does not receive the information necessary to invoice Buyer or uses information obtained from a third party meter reading service, Direct Energy may use estimated data or the third party meter usage data to calculate Buyer's invoice and, upon receipt of actual data in the case of an estimated read, reconcile the amount billed on future invoices. If Buyer's Facility(ies) have any interval meters, Buyer acknowledges that the usage information for such meters contained on the Direct Energy invoice may vary from that contained upon the Host Utility bill as a result of different billing cycles being utilized for those meter reads.

In no event shall any adjustments or corrections be made to any amount billed after the lapse of the longer of twenty-four (24) months from the date of the invoice or the time frame permitted by the Regional Transmission Operator, the Independent System Operator or the Host Utility's tariff for adjustments to consumption information.

**7. Credit:**

Direct Energy may request that Buyer provide financial information sufficient for Direct Energy to complete a credit review prior to providing service hereunder. If, prior to commencing service or at any time during the Term of this Agreement, Direct Energy has good faith concerns about the creditworthiness of Buyer or Buyer's ability to perform hereunder, Direct Energy may require that Buyer provide reasonable credit assurance(s), in an amount and in a form determined by Direct Energy in a commercially reasonable manner, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty.

**8. Title, Control and Possession:**

Title to, control and possession of Energy shall pass from Direct Energy to Buyer at the Point of Delivery.

**9. Load Change Information:**

In order to assist Direct Energy in providing accurate expected usage information to Buyer's Host Utility, Buyer shall timely notify Direct Energy of any anticipated significant changes in its actual usage. Without limiting Buyer's obligation

to provide such notice, Buyer shall give Direct Energy at least thirty (30) days' notice ("Notice of Load Change") prior to removing a Facility(ies) from service hereunder as a result of ceasing operations (closing of the Facility(ies) or sale of the Facility(ies) to an unrelated third party) at such Facility(ies). Buyer shall be responsible for payment of any Actual Damages incurred by Direct Energy, if any, as a result of any such changes.

Also, if Buyer has a change in usage of 25% or more for its Facilities, Direct Energy may pass through the resulting cost increases to Buyer. If Direct Energy elects to pass through such cost increases, Direct Energy will calculate the amount of such costs in a commercially reasonable manner and submit an invoice to Buyer, which invoice will be due and payable pursuant to the payment terms of this Agreement.

#### 10. Change in Law or Regulation:

If regulatory changes shift costs from the Host Utility or ISO to Direct Energy or from Direct Energy to the Host Utility or ISO, then such costs or credits shall be passed through to the Buyer. If any laws, orders or regulations are passed, modified, implemented or interpreted by judicial or regulatory order administrative proceeding or legislative enactment, or if there is a change in rate class which applies to Buyer's Facilities, which creates additional costs not currently included in the Price or increases in the cost components of the Price ("Incremental Charges"), then Direct Energy shall pass through such Incremental Charges to be paid by Buyer in addition to the Price and in accordance with the payment terms in this Agreement.

#### 11. Limitation of Liability Disclaimer:

EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND AGREES THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ENERGY SOLD HEREUNDER. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 12. Termination:

This Agreement may be terminated at any time after the date hereof (i) by mutual consent in writing by the Parties, (ii) by either Party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the non-defaulting Party; (iii) by Direct Energy if Buyer fails to provide the credit assurance requested pursuant to the credit provisions of this Agreement, within seven (7) days of being requested by Direct Energy; or (iv) during a Monthly Renewal pursuant to the Term, by either Party upon providing the other Party with thirty (30) days prior written notice.

#### 13. Effect of Termination:

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, Actual Damages (in the event of termination under subsection (ii) or (iii) of Section 12 above), any indemnification or confidentiality obligation of either Party which has arisen hereunder and any other obligation hereunder which by its nature survives the termination of this Agreement.

#### 14. Applicable Law:

As to all matters of construction and interpretation, this Agreement shall be construed, interpreted, and governed under and by the laws of the State of Illinois, without regard to its choice of law provisions.

#### 15. Parties, Assignment:

This Agreement shall inure to and benefit the Parties hereto and their permitted successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Direct Energy may, without the consent of Buyer, assign this Agreement and its rights and obligations hereunder to any third party for the limited purpose of securing credit and financing or to any person or entity succeeding to all or substantially all of the assets of Direct Energy. Further, either Party may, without the need for consent from the other Party transfer or assign this Agreement to an Affiliate of such Party provided that such Affiliate has equivalent financial capability to that of the assigning Party and agrees to be bound by the terms and conditions hereof. Buyer agrees that it will execute any documents reasonably necessary to effectuate such assignment including, but not limited to, a letter of agency. As used herein, "Affiliate" shall mean with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For purposes of the foregoing definitions, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

**16. Notices and Correspondence:**

Except for when the Parties are effectuating a Transaction or Transaction Confirmation, any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto, including without limitation any termination or disconnection notices, shall be in writing and shall be delivered to either the address specified below or the address to which bills are sent to Buyer. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

**Direct Energy**  
 Attn: Customer Service Manager  
 1001 Liberty Avenue  
 Pittsburgh, PA 15222  
 Phone: (888) 925-9115  
 Fax: (866) 421-0257  
 Email: CustomerRelations@directenergy.com

**Montgomery County**  
 Attn: Christy Daniels  
 120 N. Main St.  
 Hillsboro, IL 62049  
 Phone: 2175329577  
 Fax: 2175329585

**Monday through Thursday from 7:00AM  
 to 7:00PM Eastern Time and Friday  
 7:00AM to 6:00PM Eastern Time**

**17. Confidentiality:**

Neither Party will disclose the terms of this Agreement, or any information of the other Party which it knows or reasonably should know to be confidential or proprietary (other than to the party's employees, lenders, counsel, consultants, agents or accountants who have agreed to keep such terms confidential) except to the extent that disclosure is otherwise required by law, is required to carry out the terms of this Agreement or is made with the prior written consent of the other Party. Direct Energy agrees that such confidential treatment shall extend to Buyer's usage and consumption data which is not otherwise in the public domain. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. This provision shall survive the termination of this Agreement for a period of two (2) years.

**18. Representations and Warranties:**

As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- (b) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it;
- (c) as of the date of service commencement hereunder, it shall have all regulatory authorizations necessary for it to legally perform its operations;
- (d) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;
- (e) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it;
- (f) if a broker has been involved in this transaction, such broker is an agent of Buyer in this transaction and may receive a commission to be paid by Direct Energy from payments received from Buyer under this Agreement;
- (g) if it is a property management company acting on behalf of the owner of the Facility(ies), it has the authority to execute and bind the Facility(ies) to this Agreement for the Term stated in the Pricing Attachment or Exhibit B, as applicable, and that the term of its property management agreement with the owner of the Facility(ies) is equal to or greater than the Term of this Agreement; and
- (h) the Facility(ies) to be provided the services described herein are not contractually bound by another agreement for Electricity services that will overlap with the Term stated in the Pricing Attachment or Exhibit B, as applicable.

Each Party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the Term of this Agreement.

**19. Waiver:**

No waiver by either Party of any default by the other Party under this Agreement shall operate as a waiver of any future default, whether of a like or different character or nature. No delay or failure by Direct Energy in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

**20. Severability**

The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

**21. Entire Agreement:**

This Agreement and the Confirmation contain the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both Parties.

**22. Counterparts:**

This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

DIRECT ENERGY BUSINESS, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MONTGOMERY COUNTY

By: William E. Sieischmitt  
Print Name: X William E. Sieischmitt  
Title: X Finance Chairman, MCB  
Date: X 4/12/10

Michael Plunkett 4/13/10  
Michael L Plunkett

DE Proprietary

DE Proprietary

Notice: Buyer's execution and submission of this Pricing Attachment to Direct Energy shall constitute an offer by Buyer to Direct Energy to purchase Electricity on the terms set forth in the the Agreement. The Agreement (including this Pricing Attachment) shall become effective only upon (i) such execution by Buyer of the Pricing Attachment and the Agreement; and (ii) the earlier of execution of the Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of the Agreement to Buyer.

**PRICING ATTACHMENT TO POWERSUPPLY COORDINATION SERVICES AGREEMENT**

dated April 12, 2010 between  
**DIRECT ENERGY BUSINESS LLC**  
 and  
**Montgomery County**  
 from the meter read(s) July, 2010 to the meter read(s) July, 2011  
**MISO\_CI\_FPR\_25MAC\_IL**

Location	Host Utility	Account Number	Utility Rate Class	Price (cents/kWh)	Historical Annual Usage
317 W UNION AVE LITCHFIELD IL 62056 ( MONTGOMERY COUNTY )	Ameren IP	0424102009	D02	5.025	17,638
11191 ILLINOIS ROUTE 185 HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	3765524654	DS2	5.025	72,075
3 SMITH RD HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	7635244976	D02	5.025	24,186
11191 ILLINOIS ROUTE 185 HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	1535456815	D02	5.025	61,360
1404 SCHOOL ST HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	1959765939	D02	5.025	3,661
120 N MAIN ST HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	6590718418	DS2	5.025	622,487
1215 SEYMOUR AVE HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	6169987059	D02	5.025	32,019
140 N MAIN ST HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	0994327698	D02	5.025	351,204
0 X, RYDER AND LOCUST ST LITCHFIELD IL 62056 ( MONTGOMERY COUNTY )	Ameren IP	6002293006	D02	5.025	5,562
1404 SCHOOL ST HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	5785363690	D02	5.025	8,368
0 X, HISTORIC COURTHOUSE HILLSBORO IL 62049 ( MONTGOMERY COUNTY )	Ameren IP	4540322093	D02	5.025	202,051

**This Attachment is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price, null and void.**

Accepted and Agreed to:

DE Proprietary

DE Proprietary

Notice: Buyer's execution and submission of this Pricing Attachment to Direct Energy shall constitute an offer by Buyer to Direct Energy to purchase Electricity on the terms set forth in the the Agreement. The Agreement (including this Pricing Attachment) shall become effective only upon (i) such execution by Buyer of the Pricing Attachment and the Agreement; and (ii) the earlier of execution of the Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of the Agreement to Buyer.

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dated April 12, 2010 between  
DIRECT ENERGY BUSINESS LLC  
and  
Montgomery County  
from the meter read(s) July, 2010 to the meter read(s) July, 2011  
MISO\_CI\_FPR\_25MAC\_IL

Location	Host Utility	Account Number	Utility Rate Class	Price (cents/kWh)	Historical Annual Usage
102 W MAIN ST WAGGONER IL 62572 ( MONTGOMERY COUNTY )	Ameren CIPS	0379107000	B02	5.025	133

This Attachment is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price, null and void.

Accepted and Agreed to:

By: *William E Dulichitt*  
*Business Chairman MCB*

Date: *4/13/10*  
*4/12/10*



## Intergovernmental Agreement

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

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

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

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

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

- 9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
- 10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
- 11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

COUNTY OF SHELBY, a body politic and corporate

By: \_\_\_\_\_  
Chairperson, Shelby County Board

ATTEST:

\_\_\_\_\_  
Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: *Michael R. Roberts*  
Chairperson, Montgomery County Board

ATTEST:

*Sandy Luthers*  
Montgomery County Clerk

**Ordinance**

ORDINANCE NUMBER 2010-04  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MONTGOMERY COUNTY, ILLINOIS

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

WHEREAS, Montgomery County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from 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 Montgomery 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 the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Montgomery County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Chairman and the Board of Montgomery County on the 13th day of April, 2010, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21

PRESENT 17

AYE 17

NAY 0

Sandy Luthman

Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 13th day of April, 2010.

Michael P. Blah

Chairman of Montgomery County, Illinois

RESOLUTION #2010-05**RESOLUTION ESTABLISHING THE POSITION OF PLAT ACT OFFICER TO  
ENFORCE THE ILLINOIS PLAT ACT 765 ILCS 205/1  
IN MONTGOMERY COUNTY, IL AND ESTABLISHING FEES FOR SAME**

**BE IT RESOLVED** by the Montgomery County Board that in order to assist in the proper and legal transfer of title to lands within Montgomery County, the Montgomery County Board, on November 8<sup>th</sup>, 2005 adopted Resolution #05-40 which requires that before any deed, contract for deed, lease or any other document transferring interest in land located in Montgomery County, Illinois be accepted for recordation, that the grantor or person conveying his/her interest in the described property execute an Affidavit as attached hereto and made a part hereof;

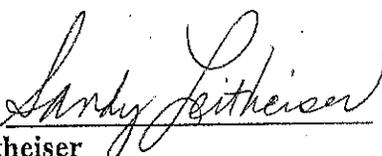
**FURTHER**, that, also per Resolution #05-40, the Montgomery County Clerk/Recorder of Deeds requires that no document of transfer of land located in Montgomery County, Illinois received by the Montgomery County Clerk/Recorder of Deeds shall be recorded unless the attached Plat Act Affidavit has been completed and is recorded with the document of transfer of land as an additional page to that document of transfer of land;

**FURTHER**, the Montgomery County Board recognizes the position of Plat Act Officer is needed to review and approve whether divisions of land in Montgomery County, Illinois are in compliance with the Illinois Plat Act, and sign the Plat Act Affidavit prior to recordation;

**THEREFORE BE IT RESOLVED**, that effective immediately, per 765 ILCS 205/2 and 55 ILCS 5/5-1041, the Montgomery County Board establishes the position of Plat Act Officer and authorizes that a fee of \$25.00 for the services of the Plat Act Officer shall be levied against every deed or plat that involves a division of property that is recorded in Montgomery County, Illinois.

**SUBSCRIBED AND SWORN BEFORE ME THIS 13<sup>th</sup> DAY OF APRIL, 2010.**

  
\_\_\_\_\_  
Mike Plunkett, Chairman  
Montgomery County Board

**ATTEST:**   
\_\_\_\_\_  
Sandy Leitheiser  
Montgomery County Clerk/Recorder

**Resolution # 2010 - 06**  
Support of Illinois State Police District #18

**Whereas**, the State of Illinois has suggested the closure of Illinois State Police District #18 Headquarters that is located in Montgomery County; and

**Whereas**, Montgomery County has approximately 30,652 citizens in a rural community that rely on the police protection provided by the Illinois State Police District #18; and

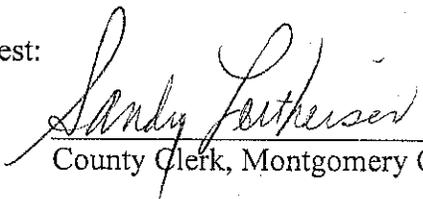
**Whereas**, the Illinois State Police District #18 collects approximately 51% (fifty-one percent) of all criminal and traffic fees generated for Montgomery County; and

**Whereas**, the County Board of Montgomery County wishes to show its support for District #18;

**Now Therefore Be It Resolved** that the County Board of Montgomery County, Illinois resolves to support the Illinois State Police District #18 and it's continued operations.

Dated this 13<sup>th</sup> day of April, 2010.

  
\_\_\_\_\_  
Chairman, Montgomery County Board

Attest:  
  
\_\_\_\_\_  
County Clerk, Montgomery County

## Impact on Montgomery County if ISP District 18 closes\*

\*Total Traffic Cases filed: 10,209

State Police: 7,160

Equals 70% of all Traffic Cases

\*Total amount of money generated by traffic cases:

\$700,258.91

State Police: \$437,302.85

Without State Police: \$262,956.06

Equals 62% of total fine money for Traffic Cases

(With overweight cases 72% is generated by State Police)

\*Total amount of money generated by Misdemeanor cases:

\$142,819.51

State Police: \$19,678.00

Without State Police: \$123,141.51

Equals 14% of total fine money for Misdemeanor Cases

\*Total amount of money generated by Felony cases:

\$100,655.02

State Police: \$23,390.00

Without State Police: \$77,265.02

Equals 23% of total fine money for Felony Cases

Total of all Traffic, Misdemeanor, and  
Felony Cases:  
\$943,733.44

Total generated by ISP:  
\$480,370.85  
(With Overweight tickets \$547,880.35)

Equals 51% of total money generated by  
these case types  
(With Overweight tickets 58%)

\*Denotes statistics from 2009 Fiscal Year\*

10 84

Municipality Coffeen	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name Allen Henderson and Associates, Inc.
Township East Fork				Address 907 South 4 <sup>th</sup> Street
County Montgomery				City Springfield
Section 09-00131-00-RS				State Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 F.A.S. 1746 Route C.H. 9 Length 8210' KM( 1.56 Miles)(Structure No. N/A )  
 Termini Sta. 9+90 to Sta. 207+00

Description  
 The proposed work consists of a PCC overlay throughout the entire project. The contract also includes the removal and replacment of curb and gutter and concrete sidewalk, culvert extensions, culvert installation and other incidental items of work.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed 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 engineer, 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.

- 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 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 SECTION 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 1k, 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	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraph 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The total cost of services to be rendered by THE ENGINEER shall not exceed \$71,367.79 providing the scope of the project does not change.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Engineer	\$92.62
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	\$44.17
_____	_____
_____	_____
_____	_____

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 December 31, 2010. In event the services of the ENGINEER extend beyond December 31, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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 130 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 130 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.

---

**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.

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  
(County)

ATTEST:

State of Illinois, acting by and through its

By Sandy Leitheiser

Montgomery County Board

MONTGOMERY COUNTY Clerk  
Sandy Leitheiser  
(Seal)

By Mike Plunkett  
Mike Plunkett  
Title: County Board Chairman

Executed by the ENGINEER:

ATTEST:

By Christopher P. Robbins

Mark A. Henderson CR

Title: Vice-President

Title: President

Approved

Date

Department of Transportation

Regional Engineer

Exhibit A  
Construction Engineering

Route: E.A.S. 1746 (C.H. 9) Red Ball Trail  
 Local Agency: Montgomery County  
 Section: 09-00131-00-RS  
 Project:  
 Job No.:  
 Working Days: 60

\* Firm's approved rates on file with  
 IDOT's Bureau of Accounting and  
 Auditing:  
 Payroll Burden & Fringe Rate: 100 %  
 Overhead and Expense Rate: 25 %  
 Complexity Factor: 0

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Manhours	Payroll Rate	Payroll Costs	Payroll Burden and Fringe Costs*	Overhead and Expenses*	Services By Others	In-House Direct Costs	Profit	Total
Construction Observation	Sr. Civil Engr.	640	\$35.65	\$19,251.00	\$19,251.00	\$4,812.75			\$6,696.35	\$50,014.10
	Technician	100	\$17.00	\$1,700.00	\$1,700.00	\$425.00			\$691.60	\$4,416.60
Documentation	Sr. Civil Engr.	120	\$35.65	\$4,278.00	\$4,278.00	\$1,069.50			\$1,466.74	\$11,114.24
Meetings/Utility Coord.	Sr. Civil Engr.	16	\$35.65	\$570.40	\$570.40	\$142.60			\$198.50	\$1,481.90
Administration	Sr. Civil Engr.	8	\$35.65	\$285.20	\$285.20	\$71.30			\$99.25	\$740.95
Mileage: 60 trips at 120 miles per trip at \$0.50 per mile								\$3,600.00		\$3,600.00
Totals		784		\$26,084.60	\$26,084.60	\$6,521.15		\$3,600.00	\$9,077.44	\$71,367.79

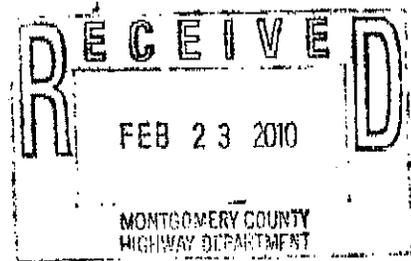


# McDonough-Whitlow, P.C.

*Consulting Engineers & Land Surveyors*

February 22, 2010

Mr. Ruben Boehler, County Engineer  
Montgomery County Highway Dept.  
1215 Seymour Ave.  
Hillsboro, IL 62049



PROJECT: Program Manager and Bridge Inspections  
Montgomery County, Illinois

PROJ. NO.: M-W #10-014

Dear Mr. Boehler:

McDonough-Whitlow, P.C. is pleased to present this proposal to provide the following services to Montgomery County:

1. Program Manager for Bridge Inspections in compliance with the National Bridge Inspection Standards of the Code of Federal Regulations.
2. Special bridge inspections for the remaining part of the year for the following Structure numbers and frequencies:
  - a. SN 0683120 – 3 months – 3 inspections remaining in 2010
  - b. SN 0683060 – 3 months – 3 inspections remaining in 2010
  - c. SN 0683159 – 3 months – 3 inspections remaining in 2010
  - d. SN 0683192 – 12 months – 1 inspection remaining in 2010
  - e. SN 0683220 – 6 months – 1 inspection remaining in 2010
  - f. SN 0683162 – 6 months – 1 inspection remaining in 2010
  - g. SN 0683193 – 6 months – 1 inspection remaining in 2010
3. Send copies of the reports to Illinois Department of Transportation and Montgomery County Highway Department.

Per our discussions, the first 3-month inspections have been completed for 2010. After reviewing the locations of the bridges, six of the seven bridges can be inspected on the same day in a loop. Two of the three-month inspections fall on the same loop, with little change in travel time to inspect only those two. We assume we will do these on the same day. The bridge in Pitman Township SN 0683060 is in the opposite direction and will require a separate trip which may or may not be done on the same day.

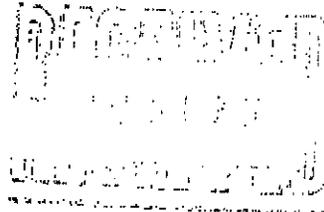
3007 10 OF 91



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 27, 2006



Mr. Kenneth C. McDonough  
McDonough-Whitlow, P.C.  
138 E. Wood Street  
Hillsboro, Illinois 62049

Dear Mr. McDonough:

We have reviewed the information submitted to establish your professional status, training and experience. Based on the submitted information, we concur that you are qualified to discharge the duties of a Program Manager to ensure bridges are inspected as described in the National Bridge Inspection Standards of the Code of Federal Regulations.

We are currently establishing a process and database for recording qualifications and for issuing certificates to document our concurrence. Until we have fully established the process, this letter and the attached signed copy of the "Program Manager Qualifications" form should serve as evidence of the department's concurrence that you are qualified to function as a Program Manager to provide compliance with the requirements of the National Bridge Inspection Standards. After the department has established the appropriate databases and processes for qualification documentation, you will be provided with a certificate regarding your acceptance as a Program Manager.

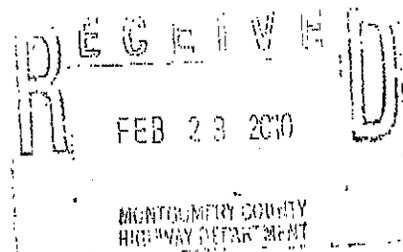
Thank you for your assistance in this matter. If you have any questions, please contact Jim Klein at 217/782-5928.

Very truly yours,

Ralph E. Anderson  
Engineer of Bridges and Structures

By: John A. Morris  
Engineer of Structural Services

JCW/bb28292



**Bridge Inspection Related Experience:**

Performance of NBIS Safety Inspections: \_\_\_\_\_ Months  
 Inspections Associated with Bridge Construction: \_\_\_\_\_ Months  
 Inspections to Determine Bridge Maintenance Needs: \_\_\_\_\_ Months  
 Field Inspection Associated with Bridge Design: \_\_\_\_\_ Months  
 Other Bridge Related Inspection experience (show types):  
 \_\_\_\_\_ Months  
 \_\_\_\_\_ Months

Comments: \_\_\_\_\_

**General Bridge Related Experience (not inspection related):**

Bridge Construction Activities: \_\_\_\_\_ Months  
 Bridge Maintenance Activities: \_\_\_\_\_ Months  
 Bridge Design Activities: 98\* \_\_\_\_\_ Months  
 Other Bridge Related Activities (show types):  
 \_\_\_\_\_ Months

Comments: \*Subsequent to Program manager Experience. Includes buildings and bridge design.

**Other Engineering/Technical Experience:**

List activities that are not directly bridge related, but can be considered as beneficial in developing the skills required for a Program Manager (use attachment if necessary):

- 1) \_\_\_\_\_ Months
- 2) \_\_\_\_\_ Months
- 3) \_\_\_\_\_ Months
- 4) \_\_\_\_\_ Months

Comments: \_\_\_\_\_

**Contact Information:**

If you are requesting concurrence to function as a Program Manager for the purpose of overseeing the inspections for bridges in Illinois that are subject to the requirements of the National Bridge Inspection Standards, contact information must be provided:

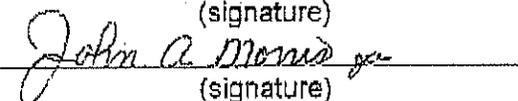
Candidate Name: Kenneth C. McDonough  
 Company Name: McDonough-Whitlow, P.C.  
 Business Address: 138 E. Wood Street  
 City: Hillsboro State: IL Zip Code: 62049  
 Business Phone: 217/532-9233 Cell Phone: 217/820-0637  
 Business Fax: 217/532-6300  
 Email Address: kmcd@mcdonough-whitlow.com

**Signatures:**

Candidate for Program Manager

 Date: 10/23/06  
 (signature)

Approved by State Program Manager

 Date: 10-27-2006  
 (signature)

Following is our fee for the above services:

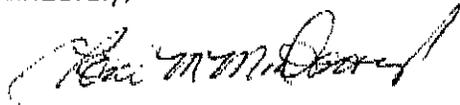
- Program Manager: \$1,660.00
- Special Bridge Inspections for 2010: \$2,450.00

Attached are Mr. McDonough's qualifications for Bridge Program Manager.

We can enter into a formal contract for these services once our proposal is approved.

If you have any questions or need any additional information, please do not hesitate to contact our office.

Sincerely,



Toni M. McDonough, P.E., S.E.  
President, McDonough-Whitlow, P.C.

TMM:tak  
Attachments (1)



# Illinois Department of Transportation

## Program Manager Qualifications

The National Bridge Inspection Standards (NBIS) defines Program Manager as "the individual in charge of the program, that has been assigned or delegated the duties and responsibilities for bridge inspection, reporting and inventory. The Program Manager provides overall leadership and is available to inspection team leaders to provide guidance". The person designated on this form is being presented for approval by the State Program Manager to function as a NBIS Program Manager.

Name: Kenneth C. McDonough Date: October 23, 2006

Present Position Classification/Title: McDonough-Whitlow, P.C. Structural Engineer

**Supervising operation for compliance with NBIS requirements in (check one of the following):**

- IDOT (Region No. \_\_\_\_\_ District No. \_\_\_\_\_ )
- County (name of county) \_\_\_\_\_
- Municipality (name of municipality) \_\_\_\_\_
- Other (explanation) Future Projects

**List Professional Licenses held in Illinois (provide license type and license no.):**

P.E. 062-040132

S.E. 081-005950

**Documentation of Comprehensive Bridge Inspection Training:**

Training provided through: \_\_\_\_\_

Course Title: \_\_\_\_\_

Course Number (if applicable): \_\_\_\_\_

Hours of Instruction: \_\_\_\_\_

Location of Training (city & state): \_\_\_\_\_

Date of Training: \_\_\_\_\_

Candidates who are licensed as a professional or structural engineer in Illinois, and have successfully completed a comprehensive bridge inspection course approved by the Federal Highway Administration, are not required to complete the remainder of this form, except for signature and contact information.

**Prior Experience as a Program Manager (Individual – in – Charge):**

Prior to January 13, 2005, the effective date of the current rules for the National Bridge Inspection Standards, had you been functioning as a Program Manager for a governmental unit:

YES  NO

If Yes, list the governmental organization(s) for which you served as Program Manager and the length of time served in that capacity prior to January 13, 2005:

Organization: <u>Bond County, Illinois</u>	Months of Service: <u>140</u>
Organization: _____	Months of Service: _____
Organization: _____	Months of Service: _____

<b>Annex Building Project - Summary of Costs - 2009 &amp; 2010</b>		
<b>Vendor</b>	<b>Description</b>	<b>Amount Pd</b>
Hurst-Rosche Engineers	Engineering and Design work	\$52,344.00
Hurst-Rosche Engineers	Structural Evaluation	\$2,000.00
Korte-Luitjohan	Contractor	\$475,859.40
CENPRO	Asbestos abatement	\$8,400.00
Youngs Roofing	Repairs to roof	\$4,090.00
Jorn Signs	Door Signage - ROE & VAC	\$250.00
Ace Hdwe.	Dehumidifier	\$170.00
ams-K.Log-Bakers	Conference & other Misc. Furniture	\$3,163.39
Sun-Guard	Shades for windows	\$3,488.00
Sims Awesome Moving	Movers and boxes (\$1021.00)	\$5,021.00
Estimate	Sound Baffels for ROE	\$1,000.00
Wareham's Security	Panic buttons	\$850.00
		<b>\$556,635.79</b>
<b>Ginos Family</b>	<b>Building Purchase</b>	<b>\$47,232.00</b>
	Taxes paid before bldg made exempt	\$2,175.00
Dees Appraisal	Appraisal of building	\$800.00
	<b>TOTAL COST FOR ANNEX</b>	<b>\$606,842.79</b>

RESOLUTION NO. 200-07

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index #07-000-261-00/04-33-282-004

as described in Certificate No. 2005-0110 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 17<sup>th</sup> day of May, 2010.

  
CHAIRMAN

ATTEST:  
  
Clerk of the Board

Permanent Index No.: 07-000-261-00/04-33-282-004

ATTACHMENT  
LEGAL DESCRIPTION

Lot One (1) and as much of Lot Four (4) as lies in Montgomery County in Block Twenty-two (22) in the Original Plat of the Village of Harvel. Situated in Montgomery County, Illinois. Address: 214 Smith St. Harvel, IL

**DEED**

BOOK 10 PAGE 98

201000057962  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 am. ✓  
DEED 39.00  
OR Book 1381 Page 45 - 46  
RHSP Surcharge 10.00  
  
Instrument Book Page  
201000057962 OR 1381 45

Return Deed &  
Mail Tax Statement To:

Village of Harvel  
P.O. Box 35  
Harvel, IL 62538

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

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

Lot One (1) and as much of Lot Four (4) as lies in Montgomery County in Block Twenty-two (22) in the Original Plat of the Village of Harvel. Situated in Montgomery County, Illinois. Address: 214 Smith St. Harvel, IL P.I.N.:04-33-282-004

Permanent Index No.: 07-000-261-00

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of May, 2010.

ATTEST:

Sandy Leithiser  
County Clerk of Montgomery County, Illinois

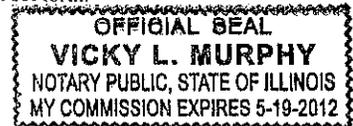
MONTGOMERY COUNTY, TRUSTEE  
Michael Plunkett  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11th day of May 2010.

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



Vicky L. Murphy  
NOTARY PUBLIC

[Signature]  
Buyer, Seller or Representative

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

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

State of Illinois ) SS.  
County of Montgomery )

Instrument 201000057962 OR  
Book Page 1381 46

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

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

- 1. NOT A DIVISION OF LAND (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)  
(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)
- 2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:  
(If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)
  - a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
  - b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
  - c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
  - d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
  - e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
  - f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
  - g. Conveyances made to correct descriptions in prior conveyances;
  - h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
  - i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

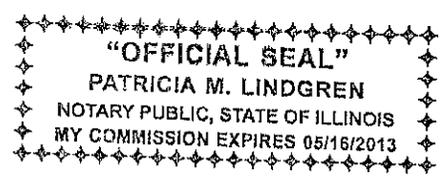
**(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)**

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Signature]*  
Affiant Signature

Subscribed and Sworn to before me this 30 day of April, 2010

*[Signature]*  
Notary Public



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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

OR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2010-08

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

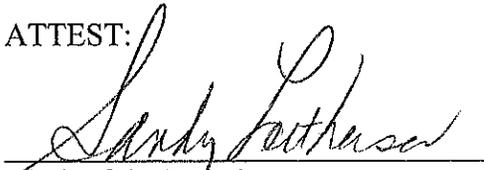
Parcel Index #08-100-432-05/16-24-300-019

as described in Certificate No. 2005-0115 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11<sup>th</sup> day of May, 2010.

  
 CHAIRMAN

ATTEST:  
  
 Clerk of the Board

Permanent Index No.: 08-100-432-05

**ATTACHMENT  
LEGAL DESCRIPTION**

Part of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 24, Township 8 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at a point 50 feet South of the Southeast corner of a one acre plot of ground deeded by Lula F. Alexander to Purcell M. & Catherine Hostetler in Deed Record Book 181, Page and dated January 27, 1941, thence West 208.71 feet; thence North 50 feet; thence East 208.71 feet; and thence South 50 feet to the place of beginning, excepting that part conveyed to the State of Illinois in Deed Record 150, Page 143. Situated in the County of Montgomery in the State of Illinois. Address: Lot South of 8093 IL RT 127 Hillsboro, IL P.I.N.: 16-24-300-019

DEED

201000057964  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 am. ✓  
DEED 39.00  
OR Book 1381 Page 49 - 51  
RHSP Surcharge 10.00  
Instrument Book Page  
201000057964 OR 1381 49

Return Deed &  
Mail Tax Statement To:

Dwain S. Fenton  
8093 IL. Rt. 127  
Hillsboro, IL 62049

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 08-100-432-05

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11<sup>th</sup> day of May, 2010.

ATTEST:

Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11<sup>th</sup> day of May 2010.

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

[Signature]  
Buyer, Seller or Representative

Vicky L. Murphy  
NOTARY PUBLIC

Permanent Index No.: 08-100-432-05

**ATTACHMENT  
LEGAL DESCRIPTION**

Part of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 24, Township 8 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at a point 50 feet South of the Southeast corner of a one acre plot of ground deeded by Lula F. Alexander to Purcell M. & Catherine Hostetler in Deed Record Book 181, Page and dated January 27, 1941, thence West 208.71 feet; thence North 50 feet; thence East 208.71 feet; and thence South 50 feet to the place of beginning, excepting that part conveyed to the State of Illinois in Deed Record 150, Page 143. Situated in the County of Montgomery in the State of Illinois. Address: Lot South of 8093 IL RT 127 Hillsboro, IL P.I.N.: 16-24-300-019

08-100-432-05  
16-24-300-019

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL

Rev. 04/10

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

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

State of Illinois )  
County of Montgomery ) SS.

Instrument Book Page  
201000057964 OR 1381 51

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

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

**1. NOT A DIVISION OF LAND** (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)

(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)

**2. A DIVISION OF LAND** (requiring a change of parcel boundary lines) meeting one of these exceptions- **WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:** (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)

- a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- g. Conveyances made to correct descriptions in prior conveyances;
- h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

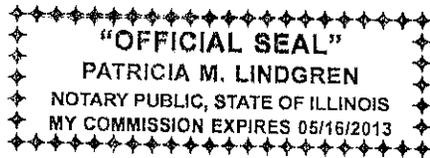
**(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)**

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Signature]*  
Affiant Signature

Subscribed and Sworn to before me this 30 day of April, 2010.

*[Signature]*  
Notary Public



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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2010-09

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index #08-202-800-00/16-01-451-018

as described in Certificate No. 2005-0164 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of May, 2010.

Michael P. [Signature]  
CHAIRMAN

ATTEST:  
[Signature]  
Clerk of the Board

Permanent Index No.: 08-202-800-00/16-01-451-018

ATTACHMENT  
LEGAL DESCRIPTION

Lots Fifteen (15) and Sixteen (16) in Block One (1) in Miller's Subdivision, outside the City of Hillsboro, in the West Half of the Southeast Quarter of Section One, Township Eight North, Range Four West of the Third Principal Meridian, Montgomery County, Illinois. Situated in the County of Montgomery, in the State of Illinois. Address: NE Corner of Larkin & Seward St. Hillsboro, IL

DEED

201000057959  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 am.  
DEED 39.00  
DR Book 1381 Page 39 - 40  
RHSP Surcharge 10.00  
Instrument Book Page  
201000057959 DR 1381 39

Return Deed &  
Mail Tax Statement To:

Montgomery County Housing Authority  
P.O. Box 591  
Hillsboro, IL 62049

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

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

Lots Fifteen (15) and Sixteen (16) in Block One (1) in Miller's Subdivision, outside the City of Hillsboro, in the West Half of the Southeast Quarter of Section One, Township Eight North, Range Four West of the Third Principal Meridian, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: NE Corner of Larkin & Seward St. Hillsboro, IL P.I.N.: 16-01-451-018

Permanent Index No.: 08-202-800-00

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of May, 2010.

ATTEST:

*Sandy Leitheiser*  
County Clerk of Montgomery County, Illinois

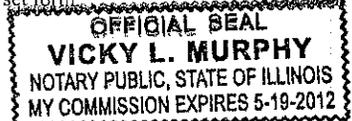
MONTGOMERY COUNTY, TRUSTEE

*Michael Plunkett*  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11th day of May 2010.



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

*[Signature]*  
Buyer, Seller or Representative

*Vicky L. Murphy*  
NOTARY PUBLIC



RESOLUTION NO. 2010-10

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index #08-202-820-00/16-01-452-018

as described in Certificate No. 2005-0170 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11<sup>th</sup> day of May, 2010.

Michael R. Blum  
CHAIRMAN

ATTEST:  
Sandy Peterson  
Clerk of the Board

Permanent Index No.: 08-202-820-00/16-01-452-018

ATTACHMENT  
LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Three (3) in Miller's Subdivision, outside the City of Hillsboro, in the West One-Half of the Southeast Quarter of Section One, Township Eight North, Range Four West of the Third Principal Meridian, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: Lot Southwest Corner of Seward and Larkin, Hillsboro, IL

DEED

201000057961  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 a.m.  
DEED 39.00  
OR Book 1381 Page 43 - 44  
RHSP Surcharge 10.00  
Instrument Book Page  
201000057961 OR 1381 43

Return Deed &  
Mail Tax Statement To:

Montgomery County Housing Authority  
P.O. Box 591  
Hillsboro, IL 62049

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

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

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Three (3) in Miller's Subdivision, outside the City of Hillsboro, in the West One-Half of the Southeast Quarter of Section One, Township Eight North, Range Four West of the Third Principal Meridian, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: Lot Southwest Corner of Seward and Larkin Hillsboro, IL P.I.N.:16-01-452-018

Permanent Index No.: 08-202-820-00

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of May, 2010.

TEST:

Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

Michael Plunkett  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11th day of May, 2010.



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

[Signature]  
Buyer, Seller or Representative

Vicky L. Murphy  
NOTARY PUBLIC

08-202-820-00  
6-01-452-018

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL

Rev. 04/10

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

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

State of Illinois ) SS.  
County of Montgomery )

Instrument Book Page  
201000057961 OR 1381 44

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

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

1.

NOT A DIVISION OF LAND (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)

(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)

2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING: (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)

- a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- g. Conveyances made to correct descriptions in prior conveyances;
- h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

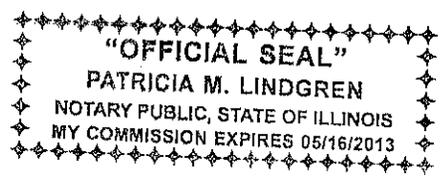
**(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)**

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Signature]*  
Affiant Signature

Subscribed and Sworn to before me this 30 day of April, 2010.

*[Signature]*  
Notary Public



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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2010-11

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index #08-202-800-05/16-01-451-019

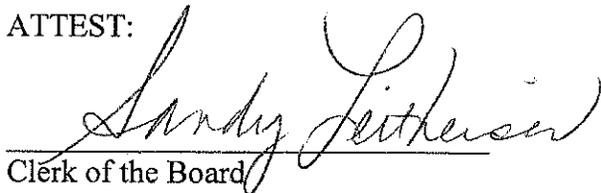
as described in Certificate No. 2005-0165 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11<sup>th</sup> day of May, 2010.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

Permanent Index No.: 08-202-800-05/16-01-451-019

ATTACHMENT  
LEGAL DESCRIPTION

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), in Block One (1) in Miller's Subdivision, outside the City of Hillsboro, in the West One-Half of the Southeast Quarter of Section One of Township Eight North, Range Four West of the Third Principal Meridian, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: Lot on Northwest Corner of Miller & Seward St., Hillsboro, IL

DEED

201000057963  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 am  
DEED 39.00  
OR Book 1381 Page 47 - 48  
RHSP Surcharge 10.00  
Instrument Book Page  
201000057963 OR 1381 47

Return Deed &  
Mail Tax Statement To:

Montgomery County Housing Authority  
P.O. Box 591  
Hillsboro, IL 62049

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

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

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), in Block One (1) in Miller's Subdivision, outside the City of Hillsboro, in the West One-Half of the Southeast Quarter of Section One of Township Eight North, Range Four West of the Third Principal Meridian, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: Lot on Northwest Corner of Miller & Seward St. Hillsboro, IL P.I.N.:16-01-451-019

Permanent Index No.: 08-202-800-05

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11<sup>th</sup> day of May, 2010.

WITNESSETH:

*Sandy Leithiser*  
County Clerk of Montgomery County, Illinois

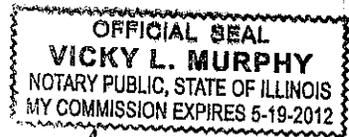
MONTGOMERY COUNTY, TRUSTEE  
*Michael Plunkett*  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11<sup>th</sup> day of May, 2010.

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



*[Signature]*  
Buyer, Seller or Representative

*Vicky L. Murphy*  
NOTARY PUBLIC

98-201-0000-  
16-01-451-019

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL

Rev. 04/10

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

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

State of Illinois ) SS.  
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Instrument Book Page  
201000057963 OR 1381 48

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

1. NOT A DIVISION OF LAND (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)

(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)

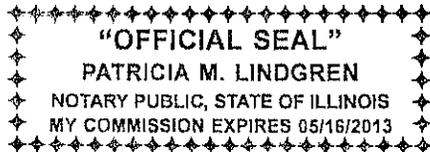
2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING: (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)

- a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- g. Conveyances made to correct descriptions in prior conveyances;
- h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Signature]*  
Affiant Signature



Subscribed and Sworn to before me this 30 day of April, 2010.  
*[Signature]*  
Notary Public

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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2010-12

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index #08-202-813-00/16-01-455-004

as described in Certificate No. 2005-0166 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of May, 2010.

Michael J. Holt  
CHAIRMAN

ATTEST:

Sandy Leithner  
Clerk of the Board

Permanent Index No.: 08-202-813-00/16-01-455-004

ATTACHMENT  
LEGAL DESCRIPTION

Lots Six (6) and Seven (7) in Block Two (2) in Miller's Subdivision, outside the City of Hillsboro, in the West One-Half of the Southeast Quarter of Section 1 of Township Eight North, Range Four West of the Third Principal Meridian. Situated in the County of Montgomery, in the State of Illinois. Address: Lot on Southwest Corner of Brailley & Lanyon St. Hillsboro, IL

DEED

201000057960  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 am. ✓  
DEED 39.00  
OR Book 1381 Page 41 - 42  
RHSP Surcharge 10.00  
Instrument Book Page  
201000057960 OR 1381 41

Return Deed &  
Mail Tax Statement To:

Montgomery County Housing Authority  
P.O. Box 591  
Hillsboro, IL 62049

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

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

Lots Six (6) and Seven (7) in Block Two (2), in Miller's Subdivision outside the City of Hillsboro in the West one-half of the Southeast Quarter of Section 1 of Township Eight North Range Four West of the Third Principal Meridian. Situated in the County of Montgomery in the State of Illinois. Address: Lot on Southwest Corner of Brailley & Lanyon St. Hillsboro, IL P.I.N.: 16-01-455-004

Permanent Index No.: 08-202-813-00

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of May, 2010.

EST:

MONTGOMERY COUNTY, TRUSTEE

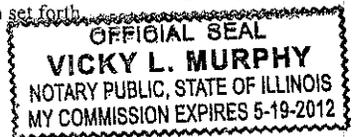
Sandy Leithaiser  
County Clerk of Montgomery County, Illinois

Michael Plunkett  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11th day of May, 2010.



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

Vicky L. Murphy  
NOTARY PUBLIC

[Signature]  
er, Seller or Representative

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

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

State of Illinois ) SS.  
County of Montgomery )

Instrument 201000057960 OR  
Book Page 1381 42

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

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

- 1. NOT A DIVISION OF LAND (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)  
(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)
- 2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:  
(If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)
  - a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
  - b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
  - c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
  - d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
  - e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
  - f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
  - g. Conveyances made to correct descriptions in prior conveyances;
  - h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
  - i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Handwritten Signature]*  
Affiant Signature

\*\*\*\*\*  
"OFFICIAL SEAL"  
\* PATRICIA M. LINDGREN \*  
\* NOTARY PUBLIC, STATE OF ILLINOIS \*  
\* MY COMMISSION EXPIRES 05/16/2013 \*  
\*\*\*\*\*

Subscribed and Sworn to before me this 30 day of April, 2010.  
*[Handwritten Signature]*  
Notary Public

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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2010-13

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index #16-001-500-00/15-04-401-013

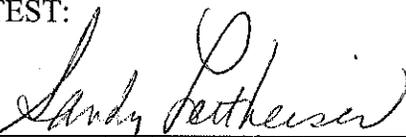
as described in Certificate No. 2005-0350 sold 12/04/2006

NOW THEREFOR BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11<sup>th</sup> day of May, 2010.

  
 CHAIRMAN

ATTEST:

  
 Clerk of the Board

Permanent Index No.: 16-001-500-00/15-04-401-013

ATTACHMENT  
LEGAL DESCRIPTION

Lots One (1) and Two (2) in Block One (1) of Gorin's Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: 510 East Water St., Litchfield, IL

DEED

201000057958  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-12-2010 At 08:31 am.  
DEED 39.00  
OR Book 1381 Page 37 - 38  
RHSP Surcharge 10.00  
Instrument Book Page  
201000057958 OR 1381 37

Return Deed &  
Mail Tax Statement To:

Litchfield Community Unit  
School District # 12  
1702 North State Street  
Litchfield, IL 62056

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: LITCHFIELD COMMUNITY UNIT SCHOOL DISTRICT # 12

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

Lots One (1) and Two (2) in Block One (1) of Gorin's Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois. Address: 510 East Water St. Litchfield, IL P.I.N.: 15-04-401-013

Permanent Index No.: 16-001-500-00

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of May, 2010.

ATTEST:  
Sandy Leithiser  
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 11th day of May 2010.

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

Michael Plunkett  
er, Seller or Representative

Vicky L. Murphy  
NOTARY PUBLIC



16-001-500-00  
15-04-401-013

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL

Rev. 04/10

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

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

201000057958 OR 1381 33

State of Illinois ) SS.  
County of Montgomery )

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

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

- 1. NOT A DIVISION OF LAND (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)  
(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)
- 2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:  
(If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)
  - a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
  - b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
  - c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
  - d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
  - e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
  - f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
  - g. Conveyances made to correct descriptions in prior conveyances;
  - h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
  - i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

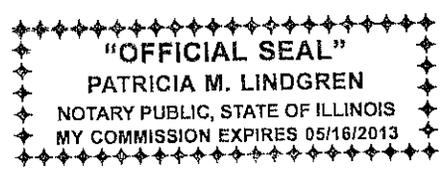
**(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)**

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Handwritten Signature]*  
Affiant Signature

Subscribed and Sworn to before me this 30 day of April, 2010.

*[Handwritten Signature: Patricia M. Lindgren]*  
Notary Public



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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD  
DATE (REV.MAY 11, 2010)

ALL UTILITIES

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

POSTAGE

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

COURT ORDERED EXPENSES

ATTORNEY FEES  
CONDEMNATION  
ESCHEATS  
PETIT JURY - MILEAGE & PER DIEM  
INTERPRETERS & TRANSCRIPTS

CONTRACTUAL AND LEASE SERVICES

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

OTHER

MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES  
PROBATION FUNDS (496, 497, 498)  
INHERITANCE TAX  
TRANSFER AMONG COUNTY FUNDS  
DELINQUENT PROPERTY MAINTENANCE FUND  
COUNTY BOARD MEMORIAL FUND  
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM  
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY  
MONTGOMERY COUNTY LIQUOR COMMISSIONER  
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE  
U OF I EXTENSION OFFICE  
ELECTION POLLING PLACES RENT  
ELECTION & PROCESSING JUDGES  
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES  
VETERANS ASSISTANCE COMMISSION  
CRIMINAL BACKGROUND CHECK FEES  
BOND COUNTY HEALTH DEPARTMENT (added 5/11/2010)

PAYROLL/SALARY/INSURANCE

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

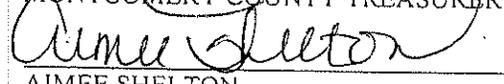
DISCLAIMER

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 MAY 11, 2010



RON JENKINS  
MONTGOMERY COUNTY TREASURER



AIMEE SHELTON  
ASSISTANT COUNTY TREASURER



SANDY LETTWEISER  
MONTGOMERY COUNTY CLERK & RECORDER



ELAINE GOODWIN  
ACCOUNTS PAYABLE DEPT. HEAD

Local Agency Montgomery County County Montgomery Section 09-00134-00-DR Project No. BMH-5146(055) Job No.  Contact Name/Phone/E-mail Address Kevin Smith, Co. Engineer 532-6109 montgomerycoeng@gmail.com	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  2010 <b>10</b> of <b>127</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	C O N S U L T A N T	Consultant Crawford, Murphy & Tilly, Inc.  Address 2750 West Washington <hr/> City Springfield State Illinois Zip Code 62702 Contact Name/Phone/E-mail Address Jeff Fickbohm, (217) 787-8050 email: jfickbohm@cmtengr.com
--	---	---	--	--

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of May, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

<b>Regional Engineer</b>	Regional Engineer, Department of Transportation
<b>Resident Engineer</b>	LA Employee directly responsible for construction of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

**Project Description**

Name Niemanville Trail – Flood Damage Repair Route 8243 Length 244 ft Structure No. 068-3232

Termini From 100 feet north of north abutment to 100 feet from south abutment of bridge.

Description: Repairs to roadway due to damages resulting from flood in September 2008.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

  - e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. 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.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

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## II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences 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.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and







Payroll Rates

FIRM NAME CRAWFORD, MURPHY AND TILLY, INC. DATE 04/13/10  
 PRIME/SUPPLEMENT PRIME AGREEMENT

ESCALATION FACTOR 0.00%

CLASSIFICATION	JANUARY 2010 RATES	ESCALATED RATE
PRINCIPAL	\$65.53	\$65.53
SENIOR PROJECT ENGINEER	\$52.62	\$52.62
PROJECT ENGINEER / MANAGER	\$41.49	\$41.49
SENIOR ENGINEER	\$32.50	\$32.50
SENIOR TECHNICAL MANAGER	\$36.74	\$36.74
ENGINEER	\$26.66	\$26.66
PLANNER	\$22.42	\$22.42
REGISTERED LAND SURVEYOR	\$36.41	\$36.41
SENIOR TECHNICIAN	\$31.40	\$31.40
TECHNICIAN	\$23.38	\$23.38
TECHNICAL ASSISTANT	\$17.80	\$17.80
CLERICAL/WORD PROCESSOR	\$17.37	\$17.37



**Illinois Department of Transportation**

**AVERAGE HOURLY PROJECT RATES**

ROUTE NIEMANVILLE TRAIL Consultant CRAWFORD, MURPHY AND TILLY, INC.  
 SECTION 09-00134-00-DR  
 COUNTY MONTGOMERY  
 JOB NO. N/A  
 PTB

DATE 04/29/10  
 SHEET 1 OF 2

PAYROLL CLASSIFICATION	PROJECT AVG HOURLY RATES	TOTAL PROJECT RATE			DATA COLLECTION			CONTROL SURVEYS			MATERIAL TESTING			OBSERVATION & DOCUMENTATION			MEETINGS AND COORDINATION		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	65.53	0																	
SENIOR PROJECT ENGINEER	52.62	20	1.94%	1.02	4	12.50%	6.58									4	3.32%	1.75	
PROJECT ENGINEER / MANAGER	41.49	20	1.94%	0.81															
SENIOR ENGINEER	32.50	76	7.38%	2.40	20	62.50%	20.31	4	5.56%	1.81						32	25.67%	8.67	
SENIOR TECHNICAL MANAGER	36.74	0																	
ENGINEER	26.66	6	0.58%	0.16															
PLANNER	22.42	0																	
REGISTERED LAND SURVEYOR	36.41	2	0.18%	0.07				2	2.78%	1.01									
SENIOR TECHNICIAN	31.40	282	27.38%	8.60	8	25.00%	7.85	34	47.22%	14.83	22	27.50%	8.64	180	27.61%	8.67	24	20.00%	6.28
TECHNICIAN	23.38	622	60.39%	14.12				32	44.44%	10.39	58	72.50%	16.95	472	72.39%	16.93	60	50.00%	11.69
TECHNICAL ASSISTANT	17.80	0																	
CLERICAL/WORD PROCESSOR	17.37	2	0.19%	6.03															
<b>TOTALS</b>		1030	100%	\$27.20	32	100%	\$34.74	72	100%	\$28.04	80	100%	\$25.59	652	100%	\$25.59	120	100%	\$28.39

BDE



**MONTGOMERY COUNTY - NIEMANVILLE TRAIL  
 CONSTRUCTION ENGINEERING  
 PERSON-HOUR ESTIMATE FOR  
 CONSULTANT SERVICES**

PREPARED BY:   JJF        DATE:   3/26/2010  

ROUTE: NIEMANVILLE TRAIL

REVIEWED BY:   KLT        DATE:   3/26/2010  

SECTION: 09-00134-00-DR

COUNTY: MONTGOMERY

JOB NO. C-96-211-10

PTB NO. N/A

ITEM

HOURS

**PE III - CONSTRUCTION ENGINEERING**

DATA COLLECTION

32
----

CONTROL SURVEYS

72
----

MATERIAL TESTING

80
----

OBSERVATION & DOCUMENTATION

652
-----

MEETINGS AND COORDINATION

120
-----

PROJECT ADMINISTRATION

66
----

DAM MAINTENANCE PLAN

8
---

TOTAL

1030
------

**PERSON HOUR ESTIMATE FOR CONSULTING SERVICES**

ITEM/ DESCRIPTION	HOURS
<b>PE III - CONSTRUCTION ENGINEERING</b>	
<b>DATA COLLECTION</b>	
A. OBTAIN AND REVIEW CONTRACTOR PROVIDED DATA	
1. PROPOSED CONTRACTOR STAFF UTILIZATION AND CONTACTS	1
2. PROPOSED SUBCONTRACTORS	1
3. PROPOSED MATERIAL SUPPLIERS	1
4. PROPOSED PROGRESS SCHEDULE	1
5. CONTRACTOR INSURANCE	1
6. CONTRACTOR PERFORMANCE BOND	1
7. TRAFFIC CONTROL MANAGER AND EMERGENCY CONTACT	1
8. SUBCONTRACTOR DBE AGENT	1
B. SHOP DRAWINGS AND CONTRACTOR SUBMITTALS	16
C. TESTING REPORT RESULTS	8
<b>ITEM TOTAL:</b>	32
<b>CONTROL SURVEYS</b>	
A. ESTABLISH HORIZONTAL CONTROL	8
B. ESTABLISH VERTICAL CONTROL	8
C. RANDOM PERIODIC CHECKING OF CONTRACTOR LAYOUT	16
D. STAKING FOR EXISTING UTILITY ADJUSTMENTS OR RELOCATION OF FACILITIES	4
E. CROSS SECTIONS FOR EARTH EXCAVATION FINAL QUANTITIES	16
F. MISCELLANEOUS SURVEY STAKING OR PICK-UPS	8
G. FIELD COORDINATION WITH CONTRACTOR SURVEYOR	8
H. OFFICE WORK FOR SET-UP AND SCHEDULING OF CREW PERSONNEL	4
<b>ITEM TOTAL:</b>	72
<b>MATERIAL TESTING</b>	
A. EARTH EMBANKMENT	24
B. CONCRETE BRIDGE SUBSTRUCTURE (CLSM)	4
C. CONCRETE BRIDGE SUPERSTRUCTURE	4
D. CONCRETE SPILLWAY STRUCTURE (INCLUDING CLSM)	40
E. HOT-MIX ASPHALT PAVEMENT, 6"	8
<b>ITEM TOTAL:</b>	80

## PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	HOURS
<b>OBSERVATION &amp; DOCUMENTATION</b>	
A. TRAFFIC CONTROL INSTALLATION AND MAINTENANCE	4
B. MOBILIZATION	4
C. REMOVAL OF EXISTING STRUCTURE	16
D. EARTHWORK AND EMBANKMENT OPERATIONS	60
E. STRUCTURE EXCAVATION	24
F. EXISTING SPILLWAY REMOVAL	8
G. CHAIN LINK FENCE	8
H. CONCRETE STRUCTURES (SPILLWAY)	160
I. STONE RIPRAP	16
J. REINFORCEMENT BARS	60
K. CONCRETE SUPERSTRUCTURE	16
L. POROUS GRANULAR BACKFILL	16
M. SUBBASE GRANULAR MATERIAL	8
N. HOT-MIX ASPHALT PAVEMENT, 6"	8
O. BRIDGE RAILING AND GUARDRAIL	16
P. PAVEMENT MARKING	4
Q. SEEDING	8
R. SITE CLEANUP	16
S. DAILY QUANTITY MEASUREMENT & DOCUMENTATION IN QUANTITY BOOK	60
T. DRAFT PAY REQUEST REVIEWS	16
U. DAILY REPORTS	60
V. DIARY OF CONSTRUCTION OPERATIONS	24
W. MATERIAL CERTIFICATIONS	16
X. PUNCH LIST DEVELOPMENT & REVIEW	24
<b>ITEM TOTAL:</b>	<b>652</b>

**PERSON HOUR ESTIMATE FOR CONSULTING SERVICES**

ITEM/ DESCRIPTION	HOURS
<b>MEETINGS AND COORDINATION</b>	
A. PRECONSTRUCTION CONFERENCE	8
B. TRAFFIC CONTROL COORDINATION WITH COUNTY, CITY & IDOT	2
C. PROJECT MEETINGS WITH COUNTY (2 MEETINGS X 2 HR / MEETING X 2 PERSONS)	8
D. IDOT COORDINATION MEETINGS (1 MEETING X 3 HRS / MEETING X 2 PERSONS)	6
E. FIELD MEETINGS WITH CONTRACTOR AND PLAN IN HAND REVIEWS (2 MEETINGS X 2 HR / MEETING X 2 PERSONS)	8
F. UTILITY COORDINATION MEETINGS (1 MEETING X 1 HR / MEETING X 2 PERSONS)	2
G. DEVELOP PARTIAL PAY ESTIMATES (16 ESTIMATES X 1 HR / ESTIMATE)	16
H. DEVELOP CHANGE ORDERS FOR PROCESSING (8 CHANGE ORDERS X 2 HR / CHANGE ORDER)	16
I. PREFINAL INSPECTION AT SUBSTANTIAL COMPLETION	8
J. FINAL INSPECTION AND ACCEPTANCE	8
K. FINAL PAYMENT PROCESSING	6
L. RECORD DRAWINGS	32
<b>ITEM TOTAL:</b>	<b>120</b>
<b>PROJECT ADMINISTRATION</b>	
A. PROJECT SETUP AND CONDUCT KICKOFF MEETING	4
B. RESPOND TO CONTRACTOR'S INQUIRIES	16
C. COUNTY ENGINEER & IDOT FIELD ENGINEER COORDINATION	12
D. MONTHLY PROGRESS REPORTS	8
E. PERSONNEL PLANNING AND SCHEDULING CONTROL	8
F. CONTRACT ADMINISTRATION AND BILLINGS	12
G. PROJECT CLOSE-OUT	6
<b>ITEM TOTAL:</b>	<b>66</b>



**DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES**

ITEM/ DESCRIPTION	DIRECT COSTS	SERVICES BY OTHERS
<b>PE III - CONSTRUCTION ENGINEERING</b>		
<b>DATA COLLECTION</b>		
A. DATA COLLECTION	\$0.00	
<b>ITEM TOTAL:</b>	\$0.00	\$0.00
<b>CONTROL SURVEYS</b>		
A. TRAVEL		
2 DAYS X 100 MILES X \$0.50 / MILE	\$100.00	
<b>ITEM TOTAL:</b>	\$100.00	\$0.00
<b>MATERIAL TESTING</b>		
A. EARTH EMBANKMENT AND GRANULAR SUBGRADE		
1. SAMPLE PICK-UP		
TRAVEL - 4 TRIPS X \$23/TRIP		\$92.00
TECHNICIAN - 8 HOURS X \$45/HOUR		\$360.00
2. LABORATORY ANALYSIS		
SAMPLE PREPARATION - 4 EACH X \$31.50/EACH		\$126.00
SIEVE ANALYSIS - 4 EACH X \$110/EACH		\$440.00
STANDARD PROCTOR - 4 EACH X \$205/EACH		\$820.00
3. FIELD DENSITY TESTS		
TRAVEL - 6 TRIPS X \$23/TRIP		\$138.00
TECHNICIAN - 24 HOURS X \$47.50/HOUR		\$1,140.00
NUCLEAR DENSITY EQUIPMENT - \$48/DAY X 6 DAY		\$288.00
B. CONCRETE STRUCTURES		
1. PLANT TESTING (INDEPENDENT & SPLIT SAMPLES)		
TRAVEL - 1 TRIP X \$50/TRIP		\$50.00
SAMPLE PREPARATION - 16 EACH X \$31.50/EACH		\$504.00
SIEVE ANALYSIS - 1 EACH X \$110/EACH		\$110.00
2. FIELD CONCRETE TESTS		
TRAVEL - 16 TRIPS X \$50/TRIP		\$800.00
CONCRETE CYLINDER TESTING MOLDS - 16 CASE X \$42/CASE		\$672.00
3. LABORATORY ANALYSIS		
CONCRETE COMPRESSION TESTING & REPORTING - 96 EACH X \$15.50/EACH		\$1,488.00
C. CONCRETE BRIDGE SUPERSTRUCTURE		
1. PLANT TESTING (INDEPENDENT & SPLIT SAMPLES)		
TRAVEL - 1 TRIPS X \$23/TRIP		\$23.00
TECHNICIAN - 1 TRIPS X 4 HOURS/TRIP X \$57.50/HOUR		\$230.00
SAMPLE PREPARATION - 1 EACH X \$31.5/EACH		\$31.50
SIEVE ANALYSIS - 1 EACH X \$110/EACH		\$110.00
2. FIELD CONCRETE TESTS		
TRAVEL - 1 TRIPS X \$23/TRIP		\$23.00
TECHNICIAN - 1 TRIPS X 4 HOURS/TRIP X \$47.50/HOUR		\$190.00
CONCRETE CYLINDER TESTING MOLDS - 1 CASES X \$42/CASE		\$42.00
3. LABORATORY ANALYSIS		
CONCRETE COMPRESSION TESTING & REPORTING -4 EACH X \$15.50/EACH		\$62.00

## DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	DIRECT COSTS	SERVICES BY OTHERS
<b>D. HOT MIX ASPHALT FULL-DEPTH PAVEMENT</b>		
1. PLANT TESTING (INDEPENDENT & SPLIT SAMPLES)		
TESTING OF AGGREGATE GRADATION		
TRAVEL - 1 TRIPS X \$23/TRIP		\$23.00
TECHNICIAN - 1 TRIPS X 4 HOURS/TRIP X \$65/HOUR		\$260.00
TESTING FOR ASPHALT BINDER CONTENT		
TRAVEL - 1 TRIPS X \$23/TRIP		\$23.00
TECHNICIAN - 1 TRIPS X 4 HOURS/TRIP X \$65/HOUR		\$260.00
TESTING FOR AIR VOIDS		
TRAVEL - 1 TRIPS X \$23/TRIP		\$23.00
TECHNICIAN - 1 TRIPS X 4 HOURS/TRIP X \$65/HOUR		\$260.00
2. LABORATORY ANALYSIS		
SAMPLE PREPARATION - 1 EACH X \$31.50/EACH		\$31.50
SAMPLE ANALYSIS - 1 EACH X \$110/EACH		\$110.00
3. FIELD DENSITY TESTS (BY CMT FIELD REPRESENTATIVE)		
TRAVEL - 0 TRIPS X \$23/TRIP		\$0.00
TECHNICIAN - 0 HOURS X \$47.50/HOUR		\$0.00
NUCLEAR DENSITY EQUIPMENT - \$48/DAY X 0 DAY		\$0.00
<b>ITEM TOTAL:</b>	<b>\$0.00</b>	<b>\$8,730.00</b>
<b>OBSERVATION &amp; DOCUMENTATION</b>		
A. TRAVEL		
80 DAYS X \$50 / DAY		\$4,000.00
(100 MILES/DAY X \$0.50 / MILE)		
<b>ITEM TOTAL:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>
<b>MEETINGS AND COORDINATION</b>		
A. TRAVEL		
6 MEETINGS X 100 MILES X \$0.50 / MILE		\$300.00
<b>ITEM TOTAL:</b>	<b>\$300.00</b>	<b>\$0.00</b>
<b>PROJECT ADMINISTRATION</b>		
A. PROJECT ADMINISTRATION		\$0.00
<b>ITEM TOTAL:</b>	<b>\$0.00</b>	<b>\$0.00</b>

MINUTES of a regular public meeting of the County Board of The County of Montgomery, Illinois, held in the County Board Chambers of the Historic County Courthouse, #1 Courthouse Square, Hillsboro, Illinois, in said County at 8:30 A.M. on the 8th day of June, 2010.

Shirley L. Stevenson  
COUNTY CLERK  
JUN 08 2010  
FILED

The Chairman of the County Board called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, the Chairman, Mike Plunkett, and the following County Board Members were physically present at said location: Nelson Aumann, Mary Bathurst, Connie Beck, George Blankenship, Terry Bone, Bonnie Branum, Ron Deabenderfer, John Downs, Robert Durbin, Edward Helgen, Roy Hertel, Jarod Hitchings, Frank Komor, Sharon Kuchar, Gene Miles, Jim Moore, Dale Ogden, Mike Plunkett, Bill Sielschott, Kent Voils, Richard Wendel

The following County Board Members were allowed by a majority of the members of the County Board in accordance with and to the extent allowed by rules adopted by the County Board to attend the meeting by video or audio conference: none

No County Board Member was not permitted to attend the meeting by video or audio conference.

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: none

\* \* \*

The Chairman announced that the next item of business before the County Board was the consideration of a resolution providing for the submission of the proposition to impose a retailers' occupation tax and a service occupation tax to be used exclusively for school facility

purposes to the electors of the County at the general election to be held on the 2nd day of November, 2010.

Whereupon County Board Member Mike Plunkett presented ~~and the County~~  
~~Clerk read by title~~ a resolution as follows, a copy of which was provided to each County Board Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION NUMBER 2010-13A

RESOLUTION providing for and requiring the submission to the electors of The County of Montgomery, Illinois, at the general election to be held on the 2nd day of November, 2010, of a proposition to impose a retailers' occupation tax and a service occupation tax to be used exclusively for school facility purposes.

\* \* \*

WHEREAS, Section 5-1006.7 of the Counties Code of the State of Illinois, as amended (the "*County School Facility Occupation Tax Law*"), authorizes the County Board (the "*County Board*") of The County of Montgomery, Illinois (the "*County*"), to impose a tax upon all persons engaged in the business of selling tangible personal property, other than personal property titled or registered with an agency of the government of the State of Illinois, at retail in the County on the gross receipts of the sales made in the course of business and a service occupation tax upon all persons engaged, in the County, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the County as an incident to a sale of service, at a rate of 1% to provide revenue to be used exclusively for school facility purposes (the "*County School Facility Occupation Taxes*"), if a proposition for the County School Facility Occupation Taxes (the "*Proposition*") is submitted to the electors of the County at a regular election and approved by a majority of the electors voting on the Proposition; and

WHEREAS, for purposes of the County School Facility Occupation Tax Law, "*school facility purposes*" means the acquisition, development, construction, reconstruction, rehabilitation, improvement, financing, architectural planning, and installation of capital facilities consisting of buildings, structures, and durable equipment and for the acquisition and improvement of real property and interest in real property required, or expected to be required, in connection with the capital facilities, and also includes fire prevention, safety, energy

conservation, disabled accessibility, school security, and specified repair purposes set forth under Section 17-2.11 of the School Code of the State of Illinois, as amended; and

WHEREAS, a resolution with respect to the County School Facility Occupation Taxes has been adopted by school district boards that represent at least 51% of the student enrollment within the County; and

WHEREAS, it is hereby deemed advisable, necessary and in the best interests of the County that the Proposition be submitted to the voters of the County at an election to be held and conducted in accordance with the general election law:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the County Board of The County of Montgomery, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The County Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Submission to Voters.* The Proposition shall be submitted to the voters of the County in accordance with the general election law at the general election to be held on the 2nd day of November, 2010, between the hours of 6:00 o'clock A.M. and 7:00 o'clock P.M. on said day (the "Election").

*Section 3. Voting Precincts and Polling Places.* The Election shall be held in the voting precincts and at the polling places established by the County Board for voters of the County at the Election.

*Section 4. Election Notice.* The County Clerk of the County (the "County Clerk") shall give notice of the Election (the "Notice") in accordance with the general election law by (i) publishing the Notice once not more than 30 nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the County, and

(ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal office of the County Clerk.

*Section 5. Newspaper of General Circulation.* It is hereby found and determined that the Journal News is a local, community newspaper having general circulation in the County as required by Section 12-5 of the Election Code of the State of Illinois, as amended (the "Election Code").

*Section 6. Form of Notice.* The notice shall appear over the name or title of the County Clerk and shall be substantially in the following form:

NOTICE IS HEREBY GIVEN that at the election to be held on Tuesday, the 2nd day of November, 2010, the following proposition will be submitted to the voters of The County of Montgomery, Illinois:

Shall The County of Montgomery, Illinois, be authorized to impose a retailers' occupation tax and a service occupation tax (commonly referred to as a "sales tax") at a rate of 1% to be used exclusively for school facility purposes?

The polls at the election will be open at 6:00 o'clock A.M. and will continue to be open until 7:00 o'clock P.M. of that day.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
County Clerk, The County of  
Montgomery, Illinois

*Section 7. Form of Ballot.* The ballot to be used at the Election shall be in substantially the following form, with such alterations, changes, deletions and insertions as may be required by Articles 24A, 24B or 24C of the Election Code if an electronic, mechanical or electric voting system is used at the Election:

(Face of Ballot)

OFFICIAL BALLOT

PROPOSITION TO IMPOSE COUNTY SCHOOL FACILITY OCCUPATION TAXES

(INSTRUCTIONS TO VOTERS: Mark a cross (x) in the space opposite the word indicating the way you desire to vote.)

Shall The County of Montgomery, Illinois, be authorized to impose a retailers' occupation tax and a service occupation tax (commonly referred to as a "sales tax") at a rate of 1% to be used exclusively for school facility purposes?	YES	
	NO	

(Back of Paper Ballot)

OFFICIAL BALLOT

Official ballot for voting on the proposition to impose a retailers' occupation tax and a service occupation tax for school facility purposes of The County of Montgomery, Illinois, at the general election held on November 2, 2010.

Precinct Number: \_\_\_\_\_

Polling Place: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Facsimile Signature)

\_\_\_\_\_  
County Clerk,  
The County of Montgomery, Illinois

*Section 8. Election Judges.* The Election shall be conducted by the election judges appointed by the County Board to act in the precincts at which the Proposition will be submitted to the voters of the County.

*Section 9. Filing of Resolution.* After the adoption hereof and not less than 61 days prior to the date of the Election, the County Clerk shall certify, on behalf of the County Board, that the Proposition shall be submitted to the voters of the County at the Election.

*Section 10. Canvass of Election.* The Election shall be held and conducted and the returns thereof duly canvassed, all in the manner and time as provided by the general election law.

*Section 11. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed, and that this Resolution be in full force and effect forthwith upon its adoption.

21 AYES: Nelson Aumann, Mary Bathurst, Connie Beck,  
George Blankenship, Terry Bone, Bonnie Branum,  
Ronald Deabenderfer, John Downs, Robert Durbin,  
Edward Helgen, Roy Hertel, Jarod Hitchings, Frank  
Komor, Sharon Kuchar, Gene Miles, Jim Moore, Dale  
Ogden, Mike Plunkett, Bill Sielschott, Kent Voils, Richard Wendel  
0 NAYS: None

0 ABSENT: None

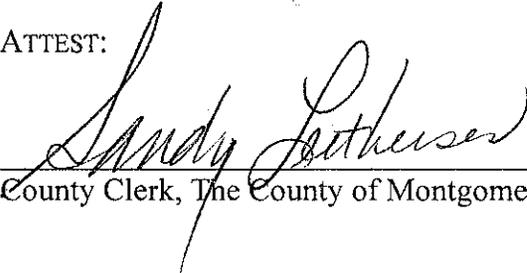
ADOPTED: June 8, 2010

APPROVED: June 8, 2010

  
Chairman, County Board  
The County of Montgomery, Illinois

Recorded In County Records: June 8, 2010.

ATTEST:

  
County Clerk, The County of Montgomery, Illinois

After a full and complete discussion thereof, County Board Member Bathurst moved and County Board Member Aumann seconded the motion that said resolution be adopted.

The Chairman directed the County Clerk to call the roll for a vote upon the motion to adopt said resolution.

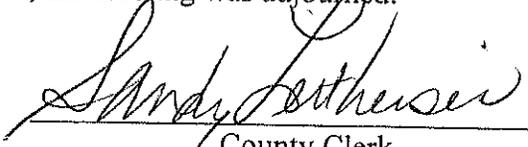
Upon roll call, the following County Board Members voted AYE: Nelson Aumann, Mary Bathurst, Connie Beck, George Blankenship, Terry Bone, Bonnie Branum, Ronald Deabenderfer, John Downs, Robert Durbin, Edward Helgen, Roy Hertel, Jarod Hitchings, Frank Komor, Sharon Kuchar, Gene Miles, Jim Moore, Dale Ogden, Mike Plunkett, Bill Sielschott, Kent Voils, Richard Wendel

The following County Board Members voted NAY: None

Whereupon the Chairman declared the motion carried and said resolution adopted, and in open meeting did approve and sign said resolution and did direct the County Clerk to record the same in full in the records of the County Board of The County of Montgomery, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

  
 \_\_\_\_\_  
 County Clerk

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MONTGOMERY )

**CERTIFICATION OF RESOLUTION AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Montgomery, Illinois (the "County"), and that as such official I am the keeper of the records and files of the County Board of the County (the "County Board").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the County Board held on the 8th day of June, 2010, insofar as the same relates to the adoption of a resolution numbered 2010-13A and entitled:

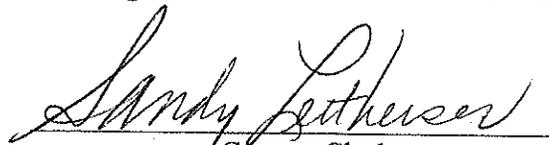
RESOLUTION providing for and requiring the submission to the electors of The County of Montgomery, Illinois, at the general election to be held on the 2nd day of November, 2010, of a proposition to impose a retailers' occupation tax and a service occupation tax to be used exclusively for school facility purposes.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the County Board at said meeting were conducted openly, that all votes taken at said meeting were taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the County Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the County Board in the conduct of said meeting.

I do hereby certify for submitting to the voters of the County at the general election to be held on the 2nd day of November, 2010, the proposition set forth in said resolution, which said resolution was duly adopted by the County Board on the 8th day of June, 2010.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 8th day of June, 2010.

  
County Clerk

(SEAL)

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

DATE: May 20, 2010  
FROM: Montgomery County Board  
TO: Montgomery County Clerk - Sandy Leitheiser  
Montgomery County Supervisor of Assessments - Ray Durston  
Montgomery County Treasurer/Collector - Ronald Jenkins  
RE: Notice From County Officials--Voiding of 2009 Tax Bills

Notice to County Officials:

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

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

Approved by the Montgomery County Board on the 8<sup>th</sup> day of June of, 2010.

Mike Plunkett  
County Board Chairman, Mike Plunkett

Bill Sielschott  
Finance Committee Chairman, Bill Sielschott

Attest By: Sandy Leitheiser  
Montgomery County Clerk, Sandy Leitheiser

MONTGOMERY COUNTY TRUSTEE  
2009-TAX VOID LIST

02-000-215-00/ 02-31-100-301
02-000-544-00/ 01-07-100-301
02-000-550-00/ 01-18-400-302
02-000-550-05/ 01-18-300-302
02-000-550-10/ 01-18-100-302
02-000-554-01/ 01-19-300-301
02-000-555-00/ 01-21-200-301
02-000-556-00/ 01-22-100-301
02-000-557-00/ 01-23-100-301
02-000-559-00/ 01-25-100-301
02-000-560-00/ 01-26-100-301
02-000-561-00/ 01-27-100-301
02-000-562-00/ 01-28-200-301
02-000-563-00/ 01-32-200-302
02-000-564-00/ 01-34-100-301
02-000-565-00/ 01-35-100-301
02-000-566-00/ 01-36-100-301
02-000-569-00/ 01-33-100-031
02-000-627-00/ 01-33-406-007
07-000-177-00/04-06-100-301
08-100-707-98/ 16-12-200-301
08-103-795-00/ 16-13-305-023
11-100-059-00-10/ 10-03-408-013
11-100-059-00-14/ 10-03-408-002
11-100-059-00-27/ 10-03-408-018
11-100-059-00-29/ 10-03-408-022
11-100-059-00-57/ 10-03-404-008

11-100-059-12/ 10-03-407-033
11-100-059-13/ 10-03-407-032
11-100-059-15/ 10-03-407-030
11-100-059-17/ 10-03-405-009
11-100-059-20/ 10-03-405-006
11-100-059-34/ 10-03-402-010
11-100-059-36/ 10-03-402-012
11-100-059-42/ 10-03-402-018
11-100-059-43/ 10-03-403-013
11-100-059-47/ 10-03-403-009
11-100-059-48/ 10-03-403-008
11-100-059-51/ 10-03-403-004
11-100-059-77/ 10-03-403-018
11-100-059-78/ 10-03-403-019
12-000-411-00/ 03-01-100-302
12-000-412-00/ 03-02-100-302
12-000-414-00/ 03-03-100-301
12-000-416-00/ 03-04-300-302
12-000-417-00/ 03-05-200-302
12-000-418-00/ 03-08-200-301
12-000-419-00/ 03-09-100-301
12-000-419-10/ 03-09-100-302
12-000-424-00/ 03-10-100-301
16-002-012-00/ 15-04-504-008
18-000-658-00/ 13-05-102-005
18-001-114-00/ 13-06-263-003
2003 CERTS
03-000-465-38/ 11-36-200-015
09-000-735-00/ 12-22-402-018

11-100-059-00-45/ 10-03-408-040
11-100-059-07/ 10-03-407-003
11-100-059-39/ 10-03-402-015
11-100-059-46/ 10-03-403-010
11-100-059-50/ 10-03-403-005
11-100-059-52/ 10-03-403-003
11-100-059-56/ 10-03-405-021
11-100-059-60/ 10-03-405-016
11-100-059-96/ 10-03-402-019
2004 CERTS
11-100-059-00-8/ 10-03-408-021
11-100-059-08/ 10-03-407-002
11-100-059-88/ 10-03-405-036
11-100-059-91/ 10-03-406-012
11-100-059-92/ 10-03-406-013
18-001-331-05/ 13-06-340-011
2005 Certs
04-001-783-00/ 21-19-352-001
04-001-817-00/ 21-19-355-009
07-000-261-00/ 04-33-282-004
08-100-432-05/ 16-24-300-019
08-202-800-00/ 16-01-451-018
08-202-800-05/ 16-01-451-019
08-202-813-00/ 16-01-455-004
08-202-820-00/ 16-01-452-018
10-000-675-00/ 08-23-115-007
11-100-059-00-48/ 10-03-402-022
11-100-059-21/ 10-03-405-005
11-100-059-59/ 10-03-405-017

11-100-059-98/ 10-03-404-005
12-000-567-10/ 03-21-457-002
16-001-500-00/ 15-04-401-013

**INTERGOVERNMENTAL AGREEMENT**  
**PROVIDING FOR CENTRALIZED DISPATCH SERVICES**

**THIS AGREEMENT** entered into this 8th day of June, 2010, by and between the Emergency Telephone System Board of Montgomery County, Illinois, hereinafter referred to as "ETSB" and the County of Montgomery and Sheriff of Montgomery County, Illinois, hereinafter referred to collectively as "County", and collectively hereinafter referred to as "Parties."

**WHEREAS**, the Parties enter into this intergovernmental agreement providing for centralized emergency dispatch and communication center services for the residents of Montgomery County; and

**WHEREAS**, the ETSB is no longer able to administer managerial interest in the operation of the Montgomery County 911 communications system due to financial constraints; and

**WHEREAS**, the County desires to operate, manage, administer, supervise and control the county-wide communication system to dispatch and communicate regarding the usual and customary functions of local government involving police, fire, EMS and other emergency functions, including EMA communications, and to provide, oversee, and manage all operations, accessibility, and day-to-day procedures and administration of the communication center; and

**WHEREAS**, the County is willing to continue to provide a physical location for ETSB offices in the rooms currently occupied by ETSB and its staff, and the County will continue to provide a physical location for the communication center hereinafter referred to as Public Safety Answering Point ("PSAP") or communication center ("com-room"); and,

**WHEREAS**, the PSAP is currently located in the Montgomery County Sheriff's Complex building located at 140 North Main Street, Hillsboro, Illinois; and

**WHEREAS**, the County will have access and control of said PSAP and related offices; and

**WHEREAS**, PSAP currently contains advanced computers, monitors, software, chairs, tables, and other miscellaneous property owned by the County or ETSB as provided on Exhibits A and B; and

WHEREAS, the Parties are desirous of memorializing their agreements and understandings with respect to said property and its repairs, maintenance and replacement thereof; and

WHEREAS, the Parties are desirous of memorializing their agreements and understandings with respect to the financial issues related to the administration of the PSAP and its services; and,

WHEREAS, County will need additional funding to operate the communication center and its personnel, equipment, and services, and to pay the cost of operations necessary therefore including the cost of employees, developmental costs, capital equipment, capital assets and operating and maintenance expenses except as set forth below.

**IT IS HEREBY AGREED** as follows:

1. The County shall provide centralized emergency dispatching services for the County, for Police, Fire, EMS, ETSB and other emergency functions, including EMA communications for command personnel, and access to a LEADS system (Law Enforcement Agency Data System), OOPS, and IWIN system; and County will, in all regards, administer and operate the Public Safety Answering Point ("PSAP") or communication center ("com-room"), its employees, equipment, services, and procedures subject to the following terms and agreements:

A. ETSB Dispatch Training Standards and the ETSB Standard Operating Procedures currently in full force and effect shall remain in effect hereafter and the County agrees to abide by and enforce such procedures during the term of this agreement, including any and all amendments, changes, and modifications that are approved by the mutual agreement of the Sheriff and ETSB. It shall be the duty and obligation of the County to take such action as is necessary from time to time to enforce such procedures. In order to help effectuate this provision, the Sheriff of Montgomery County or his designee from the Sheriff's Office agrees to accept a board seat with the Montgomery Emergency Telephone System Board, and the Board agrees to take such action as is necessary to provide the Sheriff or his designee a board seat immediately upon execution of this Agreement. The Sheriff or his designee and the Communications Division Captain agrees to attend the monthly ETSB meetings regularly and be an active participant so as to assist both parties in performing its duties hereunder and as required by State and Federal laws.

B. The County agrees to comply fully with the Emergency Telephone System Act (50 ILCS 750/.01 *et seq.*), the Wireless Emergency Telephone System Act (50 ILCS 751/1 *et seq.*), and Part(s) 725 and 728 of the Illinois Administrative Code

(standards of service), and all amendments thereto. Said Acts and Regulations set forth and mandate the responsibilities and obligations that an agency providing centralized emergency dispatch and communication center services has to the residents of Montgomery County. The County agrees to take such action as is necessary to enforce and comply with said provisions.

C. County will provide the following services:

- i. Manage all communication 911 phone lines and provide back-up services for administration lines.
- ii. Receive and process information obtained from calls and to direct callers to proper office or dispatch.
- iii. Dispatch, via radio, to appropriate police, fire, rescue, medical and emergency agencies for Montgomery County.
- iv. Maintain telephone and radio logs by utilizing customary software programs, and continue to update said software in cooperation with local governmental agencies.
- v. Monitor and process individual's access to the building.
- vi. Utilize paging system to notify emergency crews.
- vii. Utilize LEADS and IWIN systems to access Secretary of State Records, and provide said services to the parties as permitted by law.
- viii. Maintain computer logs of all activity including LEADS Hot File entries, warrants, OOPS, and other required software systems.
- ix. Any other procedures and services reasonably related to the functions and duties of the communication center.

Except as provided herein, the County shall provide these services for no additional fee or cost.

2. The County will provide, manage, operate, administer and supervise the necessary staff, including dispatchers, and secretarial and clerical services as required to fulfill its obligations herein, subject to the provisions set forth herein this agreement.

3. The County shall have sole control, administration and management over the communication center, its employees and operations, subject to the provisions set forth herein this agreement, and shall have the singular right to hire, supervise, discipline, discharge, and administer its employees, except, however, County agrees to notify the ETSB of any adverse employment action administered to the Captain of Communications. The parties agree that County will interview, select, and hire its own

employees to operate the communication center/PSAP, except as provided in paragraph 7 herein.

4. The Captain of Communications will be the point of contact for the ETSB concerning any administrative needs or 911 complaints. All complaints regarding 911 and/or ETSB will be forwarded to the ETSB. The Montgomery County Sheriff's Office will continue to provide the ETSB with a location within the Montgomery County Sheriff's Office, 140 North Main Street, Hillsboro, Illinois, to store documents pertaining to the ETSB and 911.

5. The County shall be responsible for providing and maintaining the utilities and janitorial services for the PSAP and related offices, and to provide and maintain property insurance for all property located in the PSAP and related offices, and be solely responsible for salaries, overtime, severance benefits, vacation, holiday pay, maintenance, vehicles, training, operating supplies, uniforms/clothing, telephone expenses, travel, postage, printing, contractual services, computer software and hardware, and health insurance related to the ETSB communication center and its employees and services, subject to the provisions contained herein this agreement.

6. The Parties agree that all property listed on Exhibits A and B are currently located in the communication center/PSAP. The Parties further agree to lease said property to the County during the term(s) of this Agreement and to allow the County to have sole access and control of all property (i.e., all equipment (hardware and software), inventory, and furniture) currently located in the communication center/PSAP. County agrees to provide maintenance, repairs, upgrades and replacement of said property, as necessary. County agrees to notify and receive the approval of the ETSB prior to expending any funds for the maintenance, repairs, upgrades and replacement of said property. The County shall pay such costs of said maintenance, repairs, upgrades or replacement of the property unless otherwise agreed in writing by the ETSB.

The Parties further agree that any maintenance and repairs to the emergency telephone system operated by County shall be their sole financial responsibility unless otherwise agreed in writing by the ETSB.

7. The Parties agree that the present E911 (ETSB) Coordinator shall become an employee of the Montgomery County Sheriff's Office and assigned to the position of "Communications Division Captain". The parties further agree that the four full-time 911 Dispatchers and the 911 Clerk currently employed by ETSB shall become employees of the Montgomery County Sheriff's Office.

8. The County and ETSB will each prepare a proposed annual budget on or before September 1<sup>st</sup> of each year, and provide the other a copy of same.

9. In return for the promises and services set forth above, ETSB agrees to pay the County a sum equivalent to the bi-weekly (every two weeks) payroll expenses attributable to the employees salaries for the positions currently budgeted by the ETSB. It is the parties agreement that ETSB will specifically reimburse the County for the following salaries (excluding health insurance): (a) one hundred percent of the salary cost attributable the Communications Division Captain position; (b) one hundred percent of the salary cost attributable to the full-time or part-time 911 Dispatchers; and, (c) one hundred percent of the salary cost attributable to the 911 Clerical Employee. Furthermore, the County shall submit on a monthly basis a bill for such additional expenses for commodities, equipment, and maintenance thereof that the County shall incur during the term of this Agreement, subject to the final approval by the ETSB, as they deem necessary and reasonable. Any disputes as to expenses reimbursed hereunder shall first be submitted to the Treasurer of Montgomery County for a determination as to the origin and validity of the calculable expense. Thereafter, ETSB shall issue a determination as to whether the expense is reasonable and necessary considering the expense incurred.

During the term(s) of this Agreement, said annual reimbursements shall be re-adjusted annually by agreement of the Parties and after consultation with the Treasurer of Montgomery County.

10. This Agreement shall automatically be renewed for consecutive one year terms unless either party gives ninety (90) days notice in writing of its intent to terminate this Agreement.

11. The County agrees to name ETSB as an additional insured on all liability insurance policies covering the communication center and its services, and further agrees to indemnify, defend and hold ETSB harmless against any claim, demand, suit or liability arising from this Agreement or from any action or inaction in managing, administrating, operating, or supervising the communication center, its employees, functions, duties and responsibilities.

12. All parties to this Agreement consent and acknowledge that their respective governing boards have considered and approved this Agreement and authorized the individuals set forth below to execute this Agreement on behalf of the governing body. The parties further acknowledge and agree that the terms of this agreement are subject to the final approval of the Illinois Commerce Commission and pending their approval, this Agreement shall take effect on June 8, 2010. The parties further acknowledge that all Federal and State laws have been complied with in regards to the approval and execution of this Agreement.

13. This Agreement may be amended upon written execution of an amendment, duly signed by the "County" and the "ETSB" and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

COUNTY OF MONTGOMERY AND SHERIFF OF MONTGOMERY COUNTY, ILLINOIS

Michael J. Holt  
Chairman

Sherry J. [Signature]  
Sheriff

Attest:  
[Signature]  
Treasurer

Attest:  
Sandy Leithner  
Clerk

EMERGENCY TELEPHONE SYSTEM BOARD OF MONTGOMERY COUNTY

Patricia [Signature]  
Chairman

Attest:  
Deann [Signature]  
Secretary

Betty Simmons  
Clerk

EXHIBIT A

Emergency Telephone System (911) Inventory

1. Monitor, LCD flat screen, 17"
2. Bookcase, 2-3 shelves
3. Desk, double pedestal
4. Fax/copier/printer/scanner
5. Printer, scanner, copier all-in-one
6. Radio, 2-way, base station
7. Printer, dot matrix
8. Fan, low end
9. Screen, projection, with tripod
10. Printer, inkjet
11. Chair, office task, with or without arms
12. Television, 13", with built-in VCR
13. Table, printer
14. Hub, 12 port
15. Chair, office task, with or without arms
16. Power supply, Smart-ups, 4 outlet
17. Table, typewriter
18. Cabinet, file, 4-5 drawers
19. Cabinet, file, lateral
20. Chair, office task, with or without arms
21. Printer, dot matrix
22. Chair, reception
23. Calculator, desk top, high end
24. Monitor, 15"
25. Clock, master
26. Computer
27. Sport Utility Vehicle
28. Computer, with monitor
29. Recorder, 911 system
30. Power supply, Smart-ups, 1500, rackmount
31. Monitor, LCD flat screen, 17"
32. Monitor, computer
33. Monitor, LCD flat screen, 17"
34. Projector, LCD, low end
35. Router, ethernet
36. Computer, file server
37. Computer, with monitor
38. Computer, with monitor
39. Computer, with monitor

## Exhibit A continued...

40. Radio, instant recall
41. Radio, instant recall
42. Radio, communications console
43. Radio, communications console
44. Software
45. Printer, line
46. Software
47. Telephone system
48. Amplifier, high end
49. Battery, back up
50. Power supply, Smart-ups, 2200 XL, tower
51. DSU/CSU
52. Computer, mainframe
53. Printer, Laserjet, high end
54. Hub, 16 port
55. Radio, communications, console
56. Scanner, flatbed, color
57. Radio, base controller
58. Radio pass notch duplexer
59. Radio, pass notch duplexer
60. Radio, base controller
61. Radio, dispatch, base
62. Radio, base, infern
63. Radio, interop
64. Radio, interop
65. Radio, 2-way, mounted
66. Radio, 2-way, mounted
67. Amplifier, high end
68. Amplifier, high end
69. Amplifier, high end
70. Power supply, Smart-ups, 4 outlet
71. Radio, interop, interface

EXHIBIT B

Montgomery County Sheriff Communications Inventory

1. Three (3) office chairs
2. Two (2) reception chairs
3. Three (3) HP computers - telecommunications
4. Three (3) Acer computer monitors
5. One (1) Brother fax/copier/printer/scanner
6. One (1) HP laser jet printer
7. One (1) HP computer - court security
8. One (1) View Sonic flat screen monitor - court security
9. One (1) View Sonic flat screen monitor - weather
10. One (1) Canon flatbed scanner
11. One (1) Motorola radio console
12. One (1) Zetron radio system
13. One (1) monitor
14. One (1) HP computer - Vicon security camera system
15. One (1) monitor
16. One (1) software ETI
17. One (1) Mitel 5320 IP phone
18. One (1) Mitel 5340 IP phone
19. Four (4) multimedia speakers
20. DVR recorder
21. Phone/radio recorder

ORDINANCE # 2010-14

FILED JUN 08 2010

ORDINANCE ESTABLISHING PREVAILING WAGE RATES *Sandra Leitheiser* COUNTY CLERK

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 26<sup>th</sup>, 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 \_\_\_ 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 8<sup>th</sup> day of June, 2010.

APPROVED:

*Michael P. ...*  
CHIEF PRESIDING OFFICER

ATTEST:

*Sandra Leitheiser*  
SECRETARY/CLERK



# Montgomery County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		24.150	24.650	1.5	1.5	2.0	5.050	12.15	0.000	0.800
ASBESTOS ABT-MEC		BLD		26.610	27.610	1.5	1.5	2.0	5.250	2.500	0.000	0.250
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		28.260	30.080	1.5	1.5	2.0	6.400	9.430	2.000	0.500
CARPENTER		BLD		28.300	30.550	1.5	1.5	2.0	7.250	11.00	0.000	0.320
CARPENTER		HWY		27.810	29.560	1.5	1.5	2.0	7.000	9.770	0.000	0.320
CEMENT MASON		ALL		29.250	30.250	1.5	1.5	2.0	7.250	10.00	0.000	0.200
CERAMIC TILE FNSHER		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
ELECTRIC PWR EQMT OP NE	ALL			32.770	0.000	1.5	1.5	2.0	4.750	9.170	0.000	0.000
ELECTRIC PWR EQMT OP SW	ALL			34.000	0.000	1.5	2.0	2.0	5.170	9.520	0.000	0.260
ELECTRIC PWR GRNDMAN NE	ALL			22.480	0.000	1.5	1.5	2.0	4.750	6.290	0.000	0.000
ELECTRIC PWR GRNDMAN SW	ALL			25.380	0.000	1.5	2.0	2.0	3.860	7.110	0.000	0.190
ELECTRIC PWR LINEMAN NE	ALL			36.410	38.750	1.5	1.5	2.0	4.750	10.19	0.000	0.000
ELECTRIC PWR LINEMAN SW	ALL			39.090	40.980	1.5	2.0	2.0	5.940	10.95	0.000	0.290
ELECTRIC PWR TRK DRV NE	ALL			23.590	0.000	1.5	1.5	2.0	4.750	6.610	0.000	0.000
ELECTRIC PWR TRK DRV SW	ALL			27.750	0.000	1.5	2.0	2.0	4.220	7.770	0.000	0.210
ELECTRICIAN	E	BLD		33.220	36.540	1.5	1.5	2.0	5.250	6.270	0.000	0.490
ELECTRICIAN	NW	BLD		34.220	36.220	1.5	1.5	2.0	5.150	6.480	0.000	0.500
ELECTRICIAN	SW	ALL		36.020	38.180	1.5	1.5	2.0	5.940	7.380	0.000	0.540
ELECTRONIC SYS TECH	E	BLD		29.390	31.140	1.5	1.5	2.0	5.250	4.730	0.000	0.250
ELECTRONIC SYS TECH	W	BLD		29.120	30.870	1.5	1.5	2.0	2.800	6.870	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		40.945	46.060	2.0	2.0	2.0	10.03	9.460	2.460	0.000
GLAZIER		BLD		29.880	31.630	1.5	2.0	2.0	6.030	6.650	0.000	0.330
HT/FROST INSULATOR		BLD		34.760	35.760	1.5	1.5	2.0	6.250	9.860	0.000	0.500
IRON WORKER	N	BLD		28.500	30.500	1.5	1.5	2.0	5.860	10.28	0.000	0.500
IRON WORKER	N	HWY		28.500	30.000	1.5	1.5	2.0	5.860	10.28	0.000	0.500
IRON WORKER	S	ALL		29.350	30.850	1.5	1.5	2.0	6.360	10.95	0.000	0.420
LABORER		ALL		23.650	24.150	1.5	1.5	2.0	5.050	12.15	0.000	0.800
LATHER		BLD		28.300	30.550	1.5	1.5	2.0	7.250	11.00	0.000	0.320
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD		25.390	0.000	1.5	1.5	2.0	5.650	5.110	0.000	0.440
MILLWRIGHT		BLD		29.020	31.270	1.5	1.5	2.0	7.250	10.74	0.000	0.320
MILLWRIGHT		HWY		29.780	31.530	1.5	1.5	2.0	7.000	10.19	0.000	0.320
OPERATING ENGINEER		BLD	1	31.000	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	2	29.870	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	3	25.390	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	4	25.450	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	5	25.120	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	6	31.550	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	7	31.850	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	8	32.130	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		BLD	9	33.000	34.000	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	1	29.500	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	2	28.370	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	3	23.890	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	4	23.950	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	5	23.620	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	6	30.050	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	7	30.350	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	8	30.630	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
OPERATING ENGINEER		HWY	9	31.500	32.500	1.5	1.5	2.0	7.800	13.75	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	4.950	7.920	0.000	0.550
PUMP DRIVER		BLD		28.800	31.050	1.5	1.5	2.0	7.250	11.00	0.000	0.320
PUMP DRIVER		HWY		28.810	30.560	1.5	1.5	2.0	7.000	9.770	0.000	0.320

PIPEFITTER	NE BLD	37.000	40.500	1.5	1.5	2.0	6.450	6.500	0.000	0.350
PIPEFITTER	SW BLD	34.800	36.540	2.0	2.0	2.0	4.150	8.360	0.000	0.200
PLASTERER	BLD	30.000	31.000	1.5	1.5	2.0	7.250	8.000	0.000	0.250
PLUMBER	NE BLD	37.000	40.500	1.5	1.5	2.0	6.450	6.500	0.000	0.350
PLUMBER	SW BLD	34.800	36.540	2.0	2.0	2.0	4.150	8.360	0.000	0.200
ROOFER	BLD	27.250	29.750	1.5	1.5	2.0	7.400	5.250	0.000	0.250
SHEETMETAL WORKER	ALL	28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER	BLD	36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
TERRAZZO FINISHER	BLD	31.240	0.000	1.5	1.5	2.0	5.650	1.940	0.000	0.070
TERRAZZO MASON	BLD	32.530	32.830	1.5	1.5	2.0	5.650	4.980	0.000	0.070
TRUCK DRIVER	ALL 1	28.605	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 2	29.005	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 3	29.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 4	29.455	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 5	30.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 1	22.880	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 2	23.200	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 3	23.360	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 4	23.560	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 5	24.160	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250

Legend:

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

## Explanations

### MONTGOMERY COUNTY

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

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

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

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

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

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

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

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

The following list is considered as those days for which holiday rates

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

Oil and chip resealing (O&C) means the application of road oils and 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 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, 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, Jack-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, 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 - (or 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

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 greasers and tiremen, pickup trucks when hauling materials, trucks, 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 #2010-04

**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 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

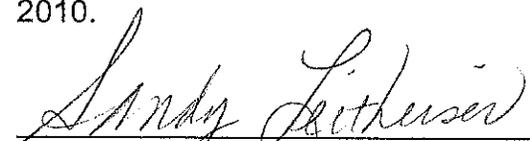
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1082 B-CA	Bois D'Arc Road District	50 %	2,250.00
	Montgomery County	50 %	2,250.00
TOTAL =		100 %	\$ 4,500.00

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 8th day of June, 2010.

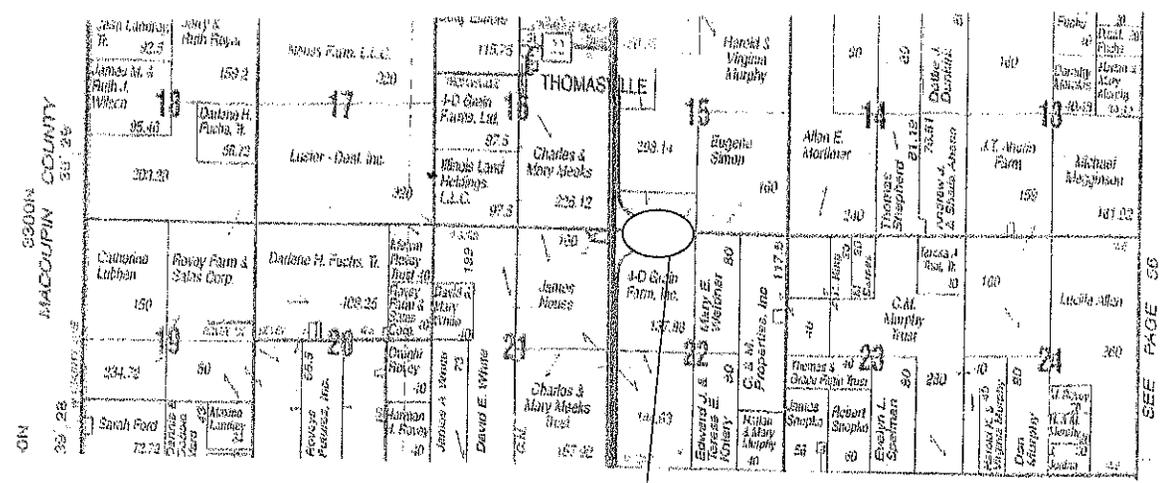
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

# LOCATION MAP

Bois D'Arc Road District  
& Montgomery County  
N 33<sup>rd</sup> Avenue

Section 15, & T.12N.-R.5W. of 3<sup>rd</sup> P.M.



Project Location

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2010-05

**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 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

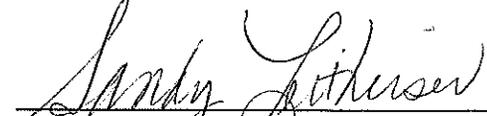
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1083 B-CA	Butler Grove Road District	50 %	3,250.00
	Montgomery County	50 %	3,250.00
TOTAL =		100 %	\$ 6,500.00

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 8th day of June, 2010.

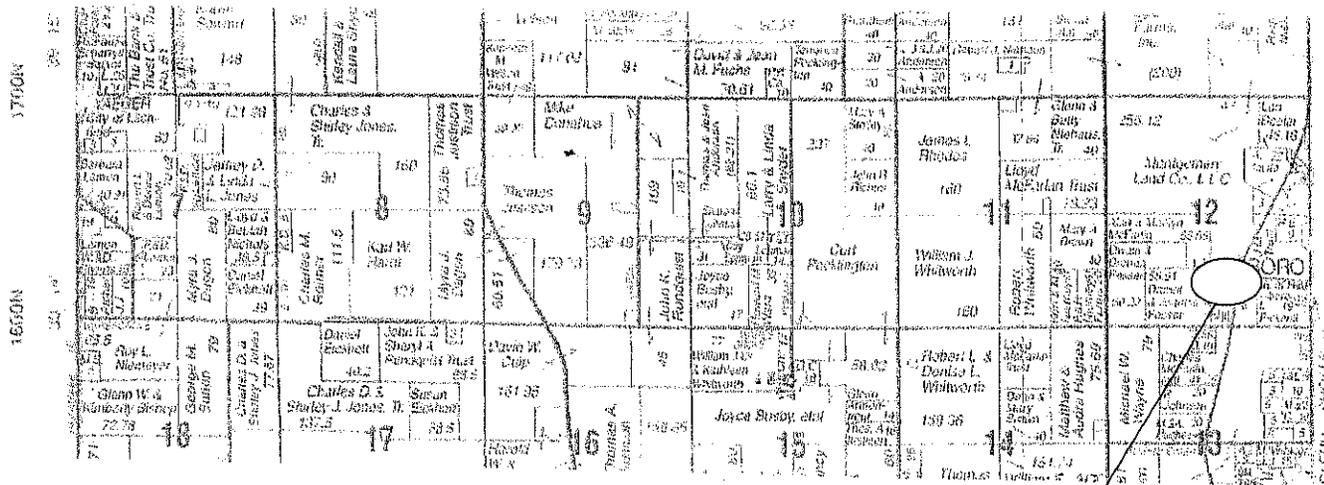
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

# LOCATION MAP

Butler Grove Road District  
& Montgomery County  
Montgomery Trail

Section 12, & T.9N.-R.4W. of 3<sup>rd</sup> P.M.



Project Location

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2010-06

**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

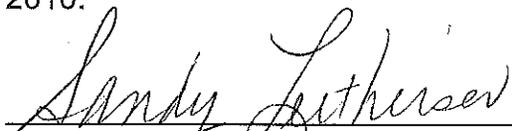
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1084 B-CA	Raymond Road District	50 %	3,250.00
	Montgomery County	50 %	3,250.00
TOTAL =		100 %	\$ 6,500.00

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 8th day of June, 2010.

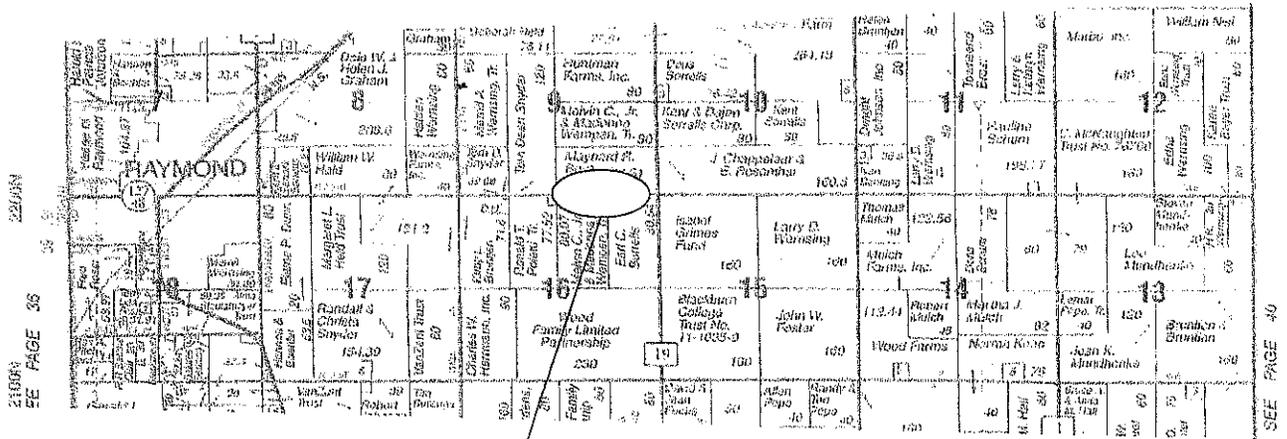
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

# LOCATION MAP

Raymond Road District  
& Montgomery County  
¼ Mile West of 22<sup>nd</sup> Avenue/Harvel Road

Section 9, & T.10N.-R.4W. of 3<sup>rd</sup> P.M.



Project Location

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2010-07

**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 County has fulfilled all obligations imposed upon it by Section 5-501; and

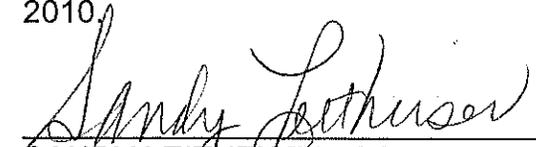
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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
1081 B-CA Longbridge Trail	Montgomery County	100 %	5,000.00
		%	
TOTAL =		100 %	\$ 5,000.00

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 8th day of June, 2010.

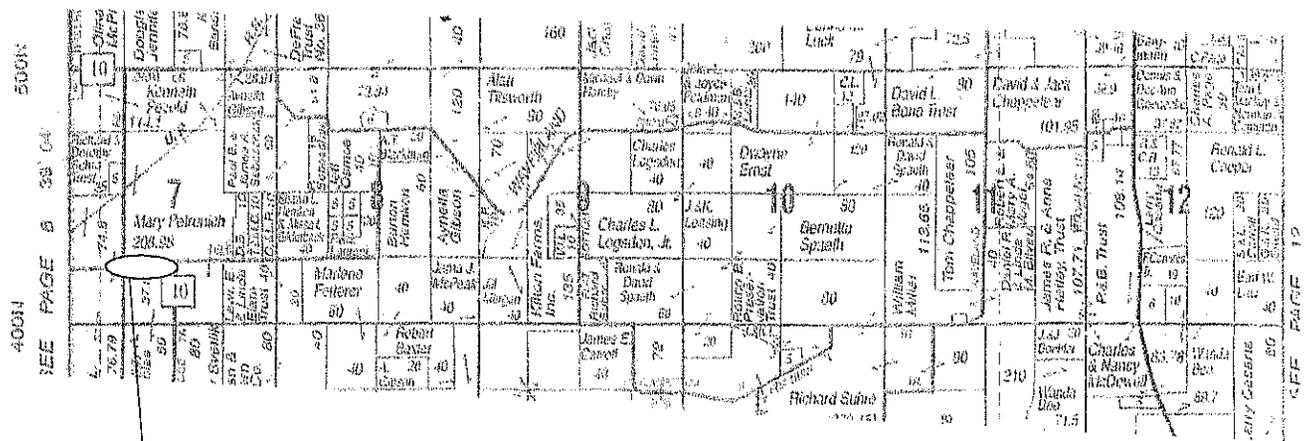
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

# LOCATION MAP

Montgomery County  
Longbridge Trail

Section 7, & T.7N.-R.4W. of 3<sup>rd</sup> P.M.



Project Location

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2010-08

**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

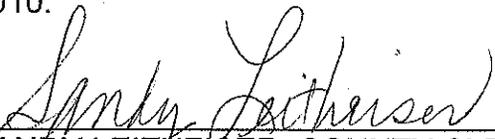
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1085 B-CA	South Litchfield Road District	50 %	27,500.00
	Montgomery County	50 %	27,500.00
TOTAL =		100 %	\$ 55,000.00

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 8th day of June, 2010.

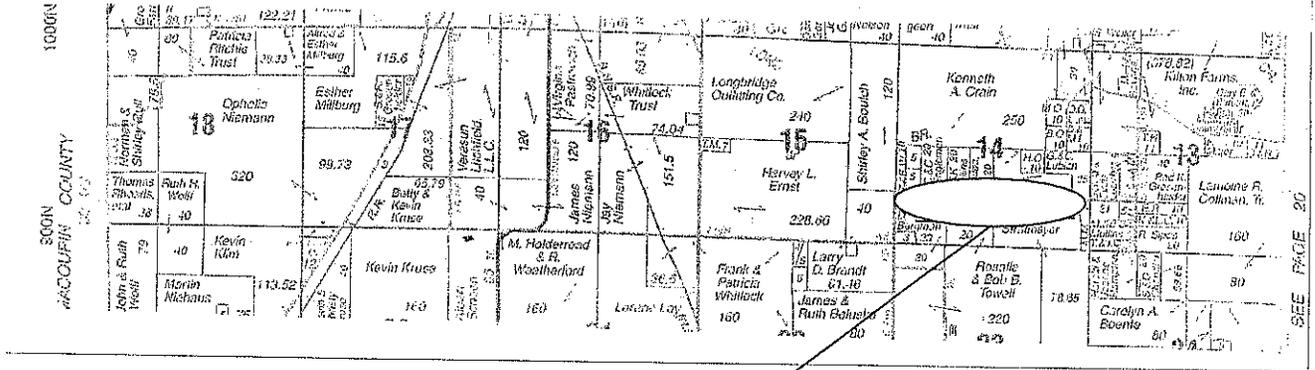
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

# LOCATION MAP

South Litchfield Road District  
& Montgomery County  
Monke Avenue

Section 14, & T.8N.-R.5W. of 3<sup>rd</sup> P.M.



Project Location

SEE PAGE 20

201 S. Main  
~~4 West Street~~  
Hillsboro, IL 62049  
July 12, 2010

Attention: Montgomery County Board of Supervisors:  
Court House Square  
Hillsboro, IL 62049

Dear Sirs;

We, the members, officers, and staff of the Montgomery County VAC (Veteran Assistance Commission), wish to thank the Montgomery County Board for the wonderful facilities, equipment and support given our group.

The veterans of Montgomery County, plus the area around our county, are very grateful for the assistance our organization is able to give them. Our aging veterans and returning veterans of the Gulf wars, included is Afganistan and Iraq, are in great need of assistance and we try to give them all the assistance that is available.

We also want to thank Jim Moore, County VAC representative for his interest and aid.

Ray Kellerman Grandeur  
R. E. Rahn Sec.  
John M. Ernst - Treas.  
William H. Gipe Vice President  
Joe Cerny VFW POST 1306 ALT. REP  
Fred Roach Post 701  
John A. Clark Post 1306  
Dennis Logsdon Post 436  
Phil Hampton Post 299  
Robert D. Coleman Post 6628  
V. F. W.  
Don Galy Post 921  
David C. Stewart  
Superintendent

Ordinance No. 2010-14A

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

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

WHEREAS, in connection with the County Enterprise Zone, the County of Montgomery, the Cities of Hillsboro, Litchfield and Coffeen, and the Villages of Schram City and Taylor Springs have each adopted the County Enterprise Zone Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement dated March 1<sup>st</sup>, 1990, and supplemented and amended June 1<sup>st</sup>, 1991, September 17<sup>th</sup> 1992, June 15<sup>th</sup>, 1993, March 27<sup>th</sup>, 1996, March 24, 2003, June 27<sup>th</sup>, 2005 and May 1<sup>st</sup>, 2006 and April 21<sup>st</sup>, 2009 and;

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

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

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

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

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

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

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

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

PASSED AND ADOPTED This 13<sup>th</sup> day of July, 2010.

Ayes: 18  
Nays: 0  
Present: 18  
Absent: 3

APPROVED This 13<sup>th</sup> day of July, 2010.

Michael Plunkett  
Board Chairman: Michael Plunkett

ATTEST:  
Sandy Leitheiser  
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. 2010-14A, entitled "AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS THE CITIES OF HILLSBORO, LITCHFIELD AND COFFEEN and THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE", adopted at a regular meeting of the County Board of Montgomery County, Illinois on this 13<sup>th</sup> day of July 2010, 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 13<sup>th</sup> day of July 2010.

MONTGOMERY COUNTY

BY: Sandy Leitheiser  
SANDY LEITHEISER, County Clerk

(SEAL)

RESOLUTION NO. 2010-15

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

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

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

Lots Four (4), Five (5) and Six (6) in Block Twelve (12) in the Original Plat of the Village of Waggoner, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois.

Parcel Index # 12-000-567-10 / 03-21-457-002

as described in Certificate No. 000295 sold December 4, 2006.

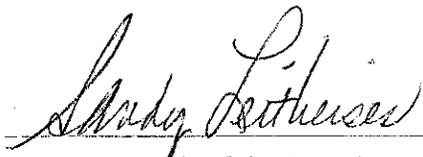
WHEREAS, a public auction was held June 16, 2010, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13<sup>th</sup> day of July, 2010.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

201000058960  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
07-15-2010 At 08:30 am.  
TAX DEED 39.00  
OR Book 1390 Page 295 - 296  
RHSP Surcharge 10.00

Instrument Book Page  
201000058960 OR 1390 295

# DEED

Return Deed &  
Mail Tax Statement To:

Village of Waggoner  
PO Box 13  
Waggoner, IL 62572

**COPY**

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

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

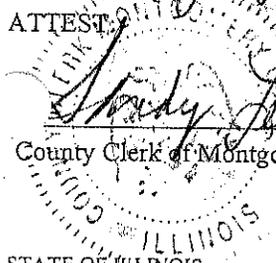
Lots Four (4), Five (5) and Six (6) in Block Twelve (12) in the Original Plat of the Village of Waggoner, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois.

Permanent Index No.: 12-000-567-10 / 03-21-457-002

Commonly Known As: SE cor of Starr St. & Virginia St. Waggoner, Illinois

Grantee to assume payment of the taxes for the year 2011 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 13<sup>th</sup> day of July, 2010.

ATTEST:  
  
Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 13<sup>th</sup> day of July 2010.



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

[Signature]  
Seller or Representative

Vicky L. Murphy  
NOTARY PUBLIC

12-000-567-10  
73-21-457-002  
SE Cor of Starr St & Virginia St

BK10 Pg 190

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

1396047  
10 of 19  
Instrument 201000058960 OR  
Book Page 1390 296

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

State of Illinois ) SS.  
County of Montgomery )

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

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

- 1. **NOT A DIVISION OF LAND** (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)  
(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)
- 2. **A DIVISION OF LAND** (requiring a change of parcel boundary lines) meeting one of these exceptions- **WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:**  
(If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)
  - a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
  - b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
  - c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
  - d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
  - e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
  - f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
  - g. Conveyances made to correct descriptions in prior conveyances;
  - h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
  - i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

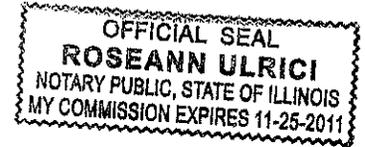
**(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)**

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Handwritten Signature]*  
Affiant Signature

Subscribed and Sworn to before me this 14th day of July, 2010.

*[Handwritten Signature: Roseann Ulrici]*  
Notary Public



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

\_\_\_\_\_  
Affiant Signature

If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

FOR PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

RESOLUTION NO. 2010-16

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

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

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

Lot Nine (9) in Block Fifteen (15), as laid out on the recorded Plat of the "Original Town", now City of Nokomis, situated in the City of Nokomis, Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois.

Parcel Index # 10-000-675-00/08-23-115-007

as described in Certificate No. 000202 sold December 4, 2006.

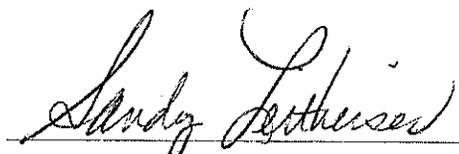
WHEREAS, a public auction was held June 21, 2010, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13<sup>th</sup> day of July, 2010.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board



10-000-675-00  
81 115-007  
15 E. Front St  
Nokomis, IL 62075

**PLAT ACT - AFFIDAVIT**

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY  
Instrument 20100058941 OR Book Page 1390 298  
765 ILCS 205/1 States in part:

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

State of Illinois ) SS.  
County of Montgomery )

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

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

- 1. **NOT A DIVISION OF LAND** (parcel already has an existing county real estate tax identification number and no change of parcel boundary lines)  
(If 1. is circled above, the Recorder will proceed with recording the Transfer Document and no further questions apply. AFFIANT should please sign below with signature notarized.)
- 2. **A DIVISION OF LAND** (requiring a change of parcel boundary lines) meeting one of these exceptions- **WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:**  
(If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)
  - a. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
  - b. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
  - c. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
  - d. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
  - e. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
  - f. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
  - g. Conveyances made to correct descriptions in prior conveyances;
  - h. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
  - i. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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

Affiant further states that to the best of his or her knowledge that the statements contained herein are true and correct and that he makes this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, ILLINOIS, that the conveyance by the attached transfer document is within, and in compliance with, the provisions of the Illinois Plat Act, and is acceptable for recording.

*[Handwritten Signature]*  
Affiant Signature

Subscribed and Sworn to before me this 14th day of July, 2010.  
*[Handwritten Signature]*  
Notary Public



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

\_\_\_\_\_  
Affiant Signature  
If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved \_\_\_\_\_

NEW PARCEL NUMBER(S) FOR DIVISION(S): \_\_\_\_\_

PLAT ACT OFFICER REVIEW/APPROVAL FEE of \$25.00, PLEASE MAKE CHECKS PAYABLE TO MONTGOMERY CO. GIS

**E-WASTE RECYCLING AGREEMENT BY AND BETWEEN COM2 COMPUTERS AND TECHNOLOGIES, LLC AND MONTGOMERY COUNTY RECYCLING**

This Agreement is entered into by and between Com2 Computers and Technologies, LLC an Illinois Company, known here as, "the Company" and Montgomery County Recycling now known here as, "the Host".

**Whereas**, the Company is a recycler of excess and surplus computers and electronics that has offered to implement a free e-waste recycling program in Montgomery County, Illinois in the manner described below; and

**Whereas**, most electronic products contain components and materials, which are environmental and health risks; and

**Whereas**, the Electronics Products Recycling and Reuse Act was passed by the Illinois General Assembly on September 17<sup>th</sup>, 2008 and bans all e-waste from landfills after January 1, 2012; and

**Whereas**, the Host desires to provide e-waste recycling services on its property to its residents;

**Now, Therefore, In Consideration** of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Terms and Termination:**

- a. This agreement will have an initial term from the date of execution of this agreement through June 30<sup>th</sup>, 2011. This agreement may be renewed each year 60 days prior to the end date of the initial term, through a mutual agreement by both parties. (The initial term date will begin on July 1 of the present year end June 30<sup>th</sup>, of the following year.)
- b. The Company or the Host may terminate this agreement upon written notification to the other party within 60 days prior to the end date of the initial agreement or any renewed agreement between the parties.

**2. Services to be Provided by the Company and/or the Host:**

- a. The Company shall provide a semi trailer, Gaylord Boxes, pallets and any material needed for containment of the collected e-waste material, to the Host at no cost to the Host for the term of this agreement or any renewed agreement between the Company and the Host.
- b. The boxes will be set up for the e-waste collections by the Host in a secured (only the Company's Employees or Designees and/or the Host's Employees and/or Designees will be allowed to handle material and place in truck) location or locations designated by the Host, that will accept the following e-waste item...
  - Calculators, cell phones, portable music players, mp3 players, CD players, tape players, radios, boom boxes, speakers, computer laptops, computer notebooks, desktop computers, printers, copiers, VCR's DVD players, telephones, microwaves, and other standard household electronic devices are to be recycled at no charge to the resident or Host.
- c. The Company shall not send any of the electronics or electronic components to a landfill at any time; nor will any of the recycling be performed outside the United States.
- d. Any media type, computer hard drive, zip drive, tapes or cd rom that contains personal data will be wiped clean, erased, purged or shredded according to D.O.D. (Department of Defense) Standards and Procedures by the Company. This will be held in compliance with federal regulations, which include the Federal Privacy Act HIPPA (Health Insurance Portability and Accountability Act and State Legislation) and Gramm-Leach-Bliley Act.

- e. Client liability is eliminated by a Certificate of Destruction (Certificate of Recycling) documenting the destruction process and verifying that the Company has followed EPA, State and Federal guidelines during the recycling and destruction process and the Company will provide a report to the Host on the types and amount of items that the certificate makes reference to.
  - f. The Host will make contact with the Company, upon completion of the drive/drives, to pick up the collected electronic devices, components and parts in a timely fashion as not to hinder the operation of the Host.
  - g. The Host will make every attempt to fill the trucks, sent by the Company to pick up the electronic devices, components and parts, to their fullest capacity not exceeding 45,000 lbs. Pick ups will be scheduled during the Host's hours of operation.
  - h. The Company will not charge the Host, residents, businesses or anyone who participates in the e-waste recycling program for Montgomery County.
  - i. When the Host agrees to support the Company by promoting the Com2 Computers and Technologies, LLC name, address and business phone number, in coordination with the Host's Free Electronics Recycling Drives.
3. **Force Majeure:** Neither party (the Host nor the Company) shall be held liable for failure to perform the party's obligations for any cause beyond that parties reasonable control, including: production of material, transportation and pick up of material, labor difficulties, fire, flood, earthquake, storm, or other natural disasters. In the event of any delay on that party's performance due in whole or in part to any cause beyond that party's reasonable control, that party shall have such additional time for performance as may be reasonably necessary under the circumstances.
  4. **Indemnification Clause:** The Company agrees to indemnify, defend and hold harmless the Host against any claims, losses, damages or expenses due to the acts or omissions of the Company, its officers, agents or employees in the performance of any of the terms of this contract.
  5. **Non-Waiver:** The waiver of any breach of the terms of this Agreement shall not constitute the waiver of any other or further breach hereunder, whether or not of a like kind or nature.
  6. **Notices:** Any notice given by either party hereto the other party shall be deemed to have been sufficiently given by overnight delivery service, regular mail, certified mail and/or facsimile and in such case confirmed by regular mail to the addresses set for below for the other party (or at such other address as maybe specified in writing by such other party from time to time):

**If to the Company:**

Com2 Computers and Technologies, LLC  
 195 E. Kehoe Blvd.  
 Carol Stream, IL 60188  
 Attention: Saheem Baloch  
 Facsimile: (630) 690-Com2 (2662)

**If to the Host:**

Montgomery County Recycling  
 506 Corporate Drive  
 Hillsboro, Illinois 62049  
 Attention: Recycling Coordinator  
 Facsimile: (217) 532-2088

7. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party; provided that a party may assign this Agreement to an affiliate or to a purchaser of its business.

- 8. **Severability:** In the event that any one or more of these provisions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining provision or provisions shall remain binding and effective.
- 9. **Controlling Law and Venue:** This Agreement shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. The parties hereby irrevocably consent and submit to the exclusive jurisdiction of Illinois State Courts or Federal Courts sitting in Montgomery County, Illinois, over any suit, action or proceeding which arises out of or relates in any way to this Agreement or any judgment entered in any court in respect hereof, and consents to serve of process by registered mail, return receipt requested or by any other means provided by Illinois law. The parties hereby waive the right to contest the jurisdiction and venue of said courts located in Montgomery County, Illinois on the grounds of inconvenience or otherwise.
- 10. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and cancels and supersedes all previous agreements, if any, between the parties. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by the Company and the Host, respectively. No terms and conditions that may be contained in any order, acknowledgement, invoice or other form issued by either party shall be of any effect unless signed by the parties.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**Com2 Computers and Technologies, LLC**

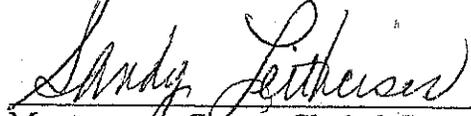
By: \_\_\_\_\_

Title: \_\_\_\_\_

**Montgomery County:**

  
 \_\_\_\_\_  
 Montgomery County Board Chairman

**Attest:**

  
 \_\_\_\_\_  
 Montgomery County Clerk & Recorder

**RESOLUTION FOR PARTICIPATION IN  
STATE OF ILLINOIS  
FEDERAL SURPLUS PROPERTY PROGRAM**

- ( City of
- ( Town of
- ( County of Montgomery
- ( STATE OF ILLINOIS

WHEREAS, Montgomery County, Illinois has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, Montgomery County, Illinois agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

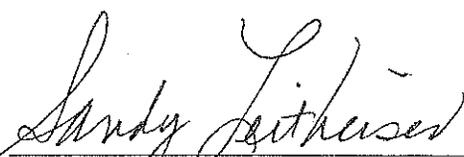
WHEREAS, Montgomery County, Illinois understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

THEREFORE, WE THE MONTGOMERY COUNTY BOARD do hereby consent and decree that the Montgomery County Emergency Management Agency Hillsboro, Illinois is authorized to participate in the State of Illinois Federal Surplus Property Program.

Passed this 14 th day of September, 2010.

  
Mike Plunkett, County Board Chairman

ATTEST:

  
Sandy Leitheiser, County Clerk and Recorder

RESOLUTION 10-18  
OF SUPPORT AND COMMITMENT OF FUNDS

WHEREAS, **Montgomery County**, is applying to the State of Illinois for a CDBG "Ike" Disaster Recovery Program grant,

WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Illinois, and

WHEREAS, criteria of CDBG "Ike" are such that financial participation by the grantee is required in conjunction with CDBG "Midwest" funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That **Montgomery County** will apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2) That the **County Board Chairman** and **County Clerk** on behalf of **Montgomery County** execute such documents and all other documents necessary for the carrying out of said application.
- 3) That the **County Board Chairman** and **County Clerk** are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.
- 4) That **Montgomery County** does hereby commit funds from **F H W A** for use in conjunction with an Illinois CDBG "IKE" Disaster Recovery Program grant, such funds to equal **42** % of the estimated total project cost of \$ **1,195,138.51** , or \$500,000.00.

Passed this 14<sup>th</sup> day of September, 2010 (date required)

Michael J. [Signature]  
County Board Chairman

ATTEST:

SEAL:

Sandy Lutherser  
County Clerk

COUNCIL RESOLUTION COMMITTING LOCAL FUNDS

WHEREAS, the County Board and the County of Montgomery, Illinois has taken action to submit an Illinois CDBG "Midwest" Disaster Recovery Program application.

WHEREAS, receipt of CDBG Disaster Recovery Program grant assistance is essential to allow the City of Litchfield to undertake a project to replace the road, bridge, and spillway that were destroyed by the torrential rainfalls created by Hurricane "Ike" in 2008.

WHEREAS, criteria of CDBG Disaster Recovery Program are such that financial participation by the grantee is required in conjunction with CDAP funds, and

WHEREAS, the County of Montgomery has certain monies allocated for the above referenced project with cash on hand as needed,

NOW THEREFORE, BE IT RESOLVED THAT the County of Montgomery does hereby commit funds from **FHWA** for use in conjunction with an Illinois Community Development Assistance Program grant, such funds equal to **42** % of the estimated total project cost of **\$1,195,138.51** or \$500,000.00.

PASSED and APPROVED at its regular County Board Meeting held on the 14<sup>th</sup> day of September, 2010.

Michael J. [Signature]  
County Board Chairman

ATTEST:  
[Signature]  
County Clerk

SEAL:

COUNCIL RESOLUTION OF SUPPORT

Resolution No. 2010-19

WHEREAS, Montgomery County, is applying to the State of Illinois for a CDBG Disaster Recovery Program grant, and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois, and

NOW, THEREFORE, BE IT RESOLVED as follows:

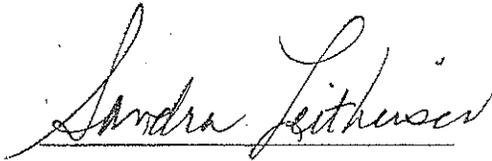
1. that Montgomery County applies for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
2. that the County Board Chairman and County Clerk on behalf of the County execute such documents and all other documents necessary for the carrying out of said application.
3. that the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this 14<sup>th</sup> day of September, 2010

ATTEST:



County Board Chairman



County Clerk

(SEAL)

INTERGOVERNMENTAL COOPERATION AGREEMENT

South Litchfield Twp seeks to support the efforts of Montgomery County to obtain CDBG "Midwest Disaster Recovery Program funds from the Illinois Department of Commerce and Economic Opportunity for replacing a road, bridge, and spillway that was destroyed by storms created by Hurricane "Ike" in 2008. As the chief executives of our respective local governments, we are signing this agreement to accomplish these improvements.

Montgomery County is hereby designated as the lead agency for this application and will be the applicant for the funds. Montgomery County with the assistance and guidance of the West Central Development Council, Inc. will be liable for all program administration functions should the grant be awarded.

*Michael P. ...*  
Montgomery County Chairman

\_\_\_\_\_  
South Litchfield Township

*Sandy Lethbringer*  
ATTEST: Montgomery County Clerk

\_\_\_\_\_  
ATTEST: Township Clerk

*9/14/10*  
Date

\_\_\_\_\_  
Date

INTERGOVERNMENTAL COOPERATION AGREEMENT

The City of Litchfield Illinois seeks to support the efforts of Montgomery County to obtain CDBG "Midwest Disaster Recovery Program funds from the Illinois Department of Commerce and Economic Opportunity for replacing a road, bridge, and spillway that was destroyed by storms created by Hurricane "Ike" in 2008. As the chief executives of our respective local governments, we are signing this agreement to accomplish these improvements.

Montgomery County is hereby designated as the lead agency for this application and will be the applicant for the funds. Montgomery County with the assistance and guidance of the West Central Development Council, Inc. will be liable for all program administration functions should the grant be awarded.

*W. Michael Bell*  
Montgomery County Chairman

\_\_\_\_\_  
Mayor of Litchfield

*Sandy Luthersin*  
ATTEST: Montgomery County Clerk

\_\_\_\_\_  
ATTEST: City Clerk

9/14/10  
Date

\_\_\_\_\_  
Date

SEAL

RESOLUTION #10 - 20

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

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

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

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

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

PASSED; this 12<sup>th</sup> day of October 2010.



Montgomery County Board Chairman, Mike Plunkett

Attest by:   
Montgomery County Clerk & Recorder, Sandy Leitheiser

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2010-09

**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

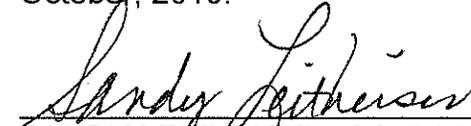
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1086 B-CA	Grisham 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 12th day of October, 2010.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

LOCATION MAP

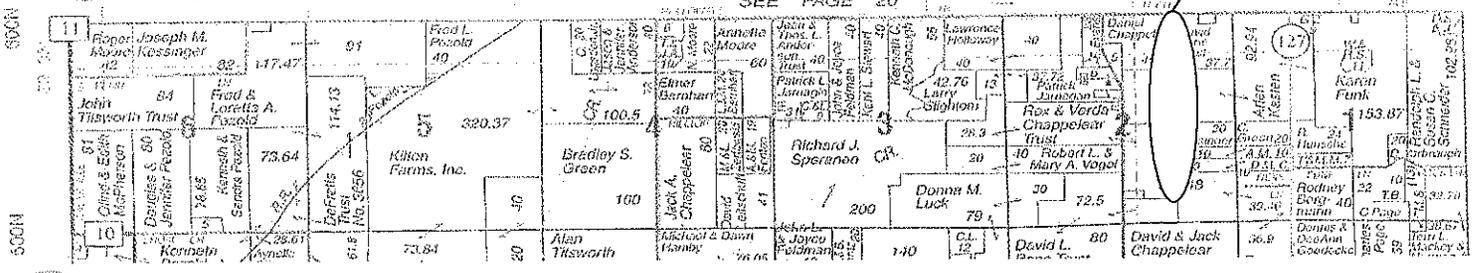
Grisham Road District  
& Montgomery County  
Waveland Road  
Section 2, & T.7N.-R.45W. of 3<sup>rd</sup> P.M.

Project Location

GRISHAM

SEE PAGE 20

T.7N.-R.4W.



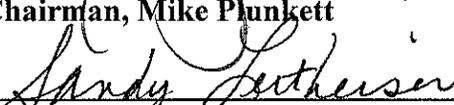
Montgomery County Board

Holiday Schedule for Year 2011

January 17, 2011	Martin Luther King Jr. Day	Monday
February 21, 2011	President's Day	Monday
April 22, 2011	Good Friday	Friday
May 30, 2011	Memorial Day	Monday
July 4, 2011	Independence Day	Monday
September 5, 2011	Labor Day	Monday
October 10, 2011	Columbus Day (Observed)	Monday
November 11, 2011	Veteran's Day	Friday
November 24, 2011	Thanksgiving Day	Thursday
November 25, 2011	Day after Thanksgiving	Friday
December 26, 2011	Christmas Day (Observed)	Monday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

10/12, 2010

	<u>10/12/10</u>
Chairman, Mike Plunkett	Date
	<u>10/12/10</u>
County Clerk, Sandy Leitheiser	Date

Montgomery County, Illinois  
Resolution of Adoption  
of the  
Montgomery County, Illinois Multi-Jurisdictional Natural Hazards Mitigation Plan  
Resolution # 20A

WHEREAS, Montgomery County, Illinois is subject to natural hazards including floods, tornadoes, severe winter storms, severe thunderstorms, and drought among others, that pose risks to public health and property; and

WHEREAS, Montgomery County, Illinois desires to prepare and mitigate for such natural hazards; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Plan as a condition of receipt of certain future Federal mitigation funding after November 1, 2004; and

WHEREAS, the Montgomery County, Illinois Multi-Jurisdictional Natural Hazards Mitigation Plan was developed in accordance with the regulations of the Disaster Mitigation Act of 2000 and the guidance provided by FEMA; and

WHEREAS, Montgomery County, Illinois has participated in developing the Montgomery County, Illinois Multi-Jurisdictional Natural Hazards Mitigation Plan covering member jurisdictions of Montgomery County, Illinois:

NOW THEREFORE, be it resolved that Montgomery County, Illinois hereby:

1. Adopts the Montgomery County, Illinois Multi-Jurisdictional Natural Hazards Mitigation Plan as the official Hazard Mitigation Plan of Montgomery County, Illinois; and
2. Agrees to participate in the annual and 5-year updates to this Plan.

ADOPTED on 11/9/2010

CERTIFIED by Mike Plunkett  
Mike Plunkett, County Board Chairman

(SEAL)

ATTESTED BY Sandy Leithiser  
Sandy Leithiser, Montgomery County Clerk

RESOLUTION 10-21

## TO ADOPT FISCAL YEAR 2011 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

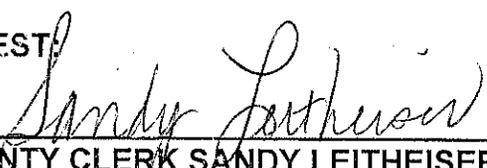
WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

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 2010, that the attached Financial Appropriation Ordinance for Fiscal Year 2011 which commences December 1, 2010, and ends November 30, 2011, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Twenty-two Million, Two Hundred Ninety-nine Thousand, One Hundred Fifty-three Dollars and No Cents (\$22,299,153).

APPROVED and ADOPTED this 9th day of November, 2010.

  
\_\_\_\_\_  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

AYES: 20

NAYES: 0

PRESENT: 20

ABSENT: 1

## 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 2010, after having ascertained the sum of Eight Hundred Six Thousand Dollars and No Cents (\$806,000.00) 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 Six Thousand Dollars and No Cents (\$806,000.00) 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 Eight Hundred Six Thousand Dollars and No Cents (\$806,000.00) 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 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

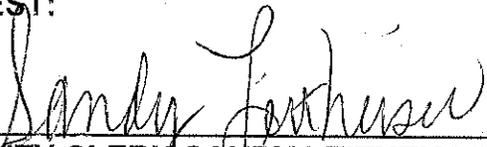
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Three Hundred Ninety-eight Thousand Dollars and No Cents (\$398,000.00) is necessary.

WHEREFORE, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Three Hundred Ninety-eight Thousand Dollars and No Cents (\$398,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books of Montgomery County for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Three Hundred Ninety-eight Thousand Dollars and No Cents (\$398,000.00) 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 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10 24

## A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Six Hundred Ninety Thousand Dollars and No Cents (\$690,000.00) 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 2009, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Six Hundred Ninety Thousand Dollars and No Cents (\$690,000.00) 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 Six Hundred Ninety Thousand Dollars and No Cents (\$690,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY SANDY LEITHEISER

RESOLUTION 10-25

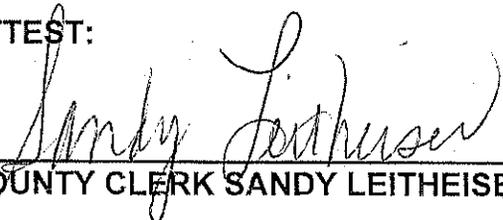
A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, 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 Four Hundred Forty Thousand Dollars and No Cents (\$440,000.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Four Hundred Forty Thousand Dollars and No Cents (\$440,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:  
  
COUNTY CLERK SANDY LEITHEISER

## RESOLUTION 10-26

## 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 2011 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 2010, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Three Hundred Forty-eight Thousand Dollars and No Cents (\$348,000.00) 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

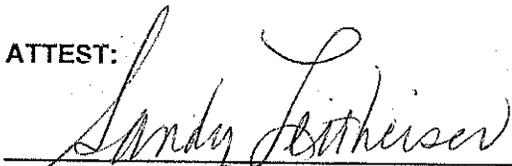
Property and Liability Insurance.

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 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

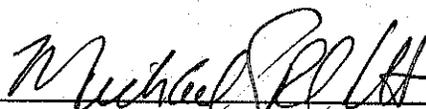
RESOLUTION 10-27

**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 2010 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 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10-28

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Three Hundred Ninety-eight Thousand Dollars and No Cents (\$398,000.00) 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.....\$398,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2010 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Three Hundred Ninety-eight Thousand Dollars and No Cents (\$398,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Three Hundred Ninety-eight Thousand Dollars and No Cents (\$398,000.00), 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 9th day of November, 2010.

*Michael Plunkett*  
CHAIRMAN MIKE PLUNKETT

ATTEST:

*Sandy Leitheiser*  
COUNTY CLERK SANDY LEITHEISER

## 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 2010, that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Ninety-nine Thousand Dollars and No Cents (\$199,000.00) 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 One Hundred Ninety-nine Thousand Dollars and No Cents (\$199,000.00). 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 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10-30

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Ninety-nine Thousand Dollars and No Cents (\$199,000.00) 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 2010, that for the following purposes and in the following amounts:

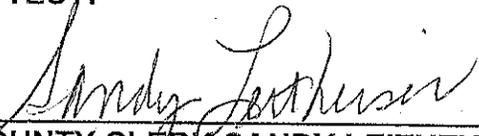
For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$199,000.00

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 One Hundred Ninety-nine Thousand Dollars and No Cents (\$199,000.00) 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 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

**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 2011 is the sum of \$188,528.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Eighty-eight Thousand, Five Hundred Twenty-eight Dollars and No Cents (\$188,528.00) 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 \$188,528.00, 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 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10- 32

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

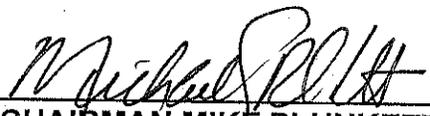
WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2011 is the sum of \$157,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Fifty-seven Thousand Dollars and No Cents (\$157,000.00) for the following purposes:

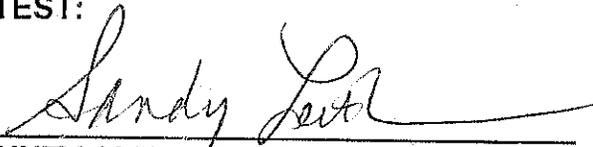
Equipment, Materials, and Services.

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

APPROVED and ADOPTED this 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10- 33

**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 Statutes, 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 2011 is the sum of \$109,313.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of One Hundred Nine Thousand, Three Hundred Thirteen Dollars and No Cents (\$109,313.00) for the following purposes:

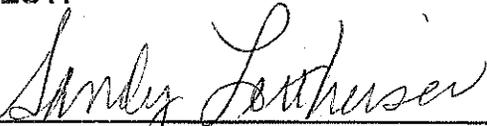
Equipment, Materials, and Services.

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 \$109,313.00, 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 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10-34

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 2011 is the sum of \$42,600.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Forty-two Thousand, Six Hundred Dollars and No Cents (\$42,600.00) 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 \$42,600.00, 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 9th day of November, 2010.

*Michael Plunkett*  
CHAIRMAN MIKE PLUNKETT

ATTEST:

*Sandy Leitheiser*  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10-35

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 2011 is the sum of \$65,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Sixty-five Thousand Dollars and No Cents (\$65,000.00) for the following purposes:

Equipment, Materials, and Services.

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

APPROVED and ADOPTED this 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10-36

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 2011; 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

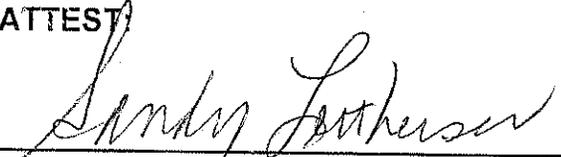
WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$154,910.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2010, 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 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST  
  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10-37

**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: \$75,800.00.

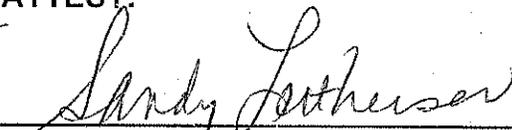
BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2010, after having ascertained the sum of Seventy Five Thousand, Eight Hundred Dollars and No Cents (\$75,800.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy Five Thousand, Eight Hundred Dollars and No Cents (\$75,800.00) 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 Five Thousand, Eight Hundred Dollars and No Cents (\$75,800.00), 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 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 10- 38

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 2010, after having ascertained the sum of Seventy Three Thousand, Five Hundred Dollars and No Cents (\$73,500.00) 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 Three Thousand, Five Hundred Dollars and No Cents (\$73,500.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy Three Thousand, Five Hundred Dollars and No Cents (\$73,500.00) 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 9th day of November, 2010.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

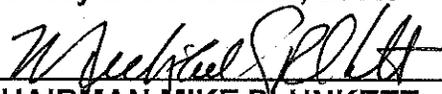
RESOLUTION 10- 39

TO SET CERTAIN SALARIES

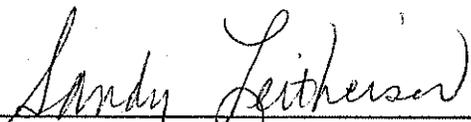
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2010, that the following salaries for the Fiscal Year 2011 beginning December 1, 2010, and ending November 30, 2011, are set for the following:

SUPERVISOR OF ASSESSMENTS	\$ 51,148.00
PROBATION OFFICER	\$ 52,523.00
ASSISTANT PROBATION OFFICERS	\$150,886.00

APPROVED and ADOPTED this 9th day of November, 2010.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

**AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR**

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

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

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

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

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2011, 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 2010, this 9<sup>th</sup> day of November 2010, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its agent to administer the operation of the appellate offices and process said appellate court cases for this County.

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

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

**AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)**

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

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2011, commencing December 1, 2010, and ending November 30, 2011, by hereby appropriating the sum of \$11,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2011.

APPROVED and ADOPTED this 9th day of November, 2010.

  
\_\_\_\_\_  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

FISCAL YEAR 11  
 REQUESTED CHANGES to the 09/13/10 DRAFT  
 As of 10/12/10

**REVENUES**

FUND DESCRIPTION	FUND-ACCT-OFFICE	Amount Budgeted 09/13/10 DRAFT	Requested Change
<b>RESERVE FOR CAPITAL IMPROVEMENT:</b>			
Interest - Coal	100-340-420.005	60,000	60,000
Grant - Illinois DECO - elevator	100-340-460.016	100,000	100,000
Grant - Federal West Central/DECO - air conditioning	100-340-460.017	143,000	140,000
Grant - Illinois DECO - lighting	100-340-460.018	-	34,200
<b>TOTAL RESERVE FOR CAPITAL IMPROVEMENT</b>		60,000	334,200
<b>TOTAL GENERAL GOVERNMENT</b>			
		4,546,063	4,820,263
<b>STATE'S ATTORNEY:</b>			
Illinois Violent Crime Assistance Act	100-055-440.001	20,300	14,000
<b>TOTAL STATE'S ATTORNEY</b>		817,477	811,177
<b>TOTAL JUDICIAL &amp; COURT RELATED</b>			
		1,570,481	1,564,181
<b>TOTAL GENERAL FUND</b>			
		6,483,794	6,751,694
<b>DRUG COURT:</b>			
25% Match from Probation Services Fee (#497)	495-495-450.190	-	28,184
Grant - Office of Justice Program 2010 DC-BX-0040	495-495-460.121	-	84,552
<b>TOTAL DRUG COURT</b>		-	112,736
<b>TOTAL OTHER FUNDS</b>			
		1,194,754	1,307,490
<b>GRAND TOTAL ALL FUNDS</b>			
		17,738,198	18,118,834

**EXPENSES**

<b>RECYCLING:</b>			
Salary-Employees-Full Time	100-302-510.002	64,700	74,880
Salary-Employees-Part Time	100-302-510.003	27,520	27,919
Uniforms/Clothing	100-302-530.012	700	850
<b>TOTAL RECYCLING</b>		210,693	221,422
<b>TOTAL GENERAL GOVERNMENT</b>			
		5,130,200	5,140,929
<b>STATE'S ATTORNEY:</b>			
Illinois Violent Crime Assistance Act	100-055-510.031	21,000	14,000
<b>TOTAL STATE'S ATTORNEY</b>		430,350	428,350
<b>TOTAL JUDICIARY &amp; COURT RELATED</b>			
		1,427,439	1,420,439
<b>TOTAL GENERAL FUND</b>			
		9,249,425	9,253,154
<b>DRUG COURT:</b>			
Travel	495-495-520.015	-	44,848
Contractual	495-495-520.025	-	30,000
Office Supplies	495-495-530.001	-	37,888
<b>TOTAL DRUG COURT</b>		-	112,736
<b>TOTAL OTHER FUNDS</b>			
		1,331,530	1,444,266
<b>GRAND TOTAL ALL FUNDS</b>			
		22,182,688	22,299,153

**FILED**  
 NOV 09 2010

*Sandra Latherson*  
 COUNTY CLERK



**RESOLUTION FOR MEETING URGENT NEED NATIONAL OBJECTIVE**

WHEREAS, the **County of Montgomery**, is applying to the State of Illinois for a CDBG Disaster Recovery Public Infrastructure grant, and

WHEREAS, for a project to eligible for funding it must meet one of the national objectives under the CDBG Program, and

WHEREAS, it has been determined that a serious and immediate threat to the health, safety, or welfare of the community exists, and

WHEREAS, the threat was created by the disasters of 2008 and so is considered to be of recent origin, and

WHEREAS, the **County** is unable to finance the activity on its own, and

WHEREAS, no other sources of funding are available to carry out the activity in the time frame required, and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the **County** does hereby confirm that the public infrastructure project in the application for CDBG disaster recovery funding under the Public Infrastructure Program meets the national objective under the CDBG Program of meeting a community development need having a particular urgency.
2. That the **County Board Chairman** and **County Clerk** on behalf of the **County** execute such documents and all other documents necessary for the carrying out of said application.

Passed this 9<sup>th</sup> day of November, 2010 (date required)

County Board Chairman

ATTEST: Sandy Leathers  
County Clerk

**Private  
Sewage Disposal System  
Ordinance**

Effective 11/9/10

**MONTGOMERY COUNTY, ILLINOIS**

MONTGOMERY COUNTY RESOLUTION 10

PRIVATE SEWAGE DISPOSAL SYSTEM ORDINANCE  
MONTGOMERY COUNTY, ILLINOIS

This Ordinance rescinds the 2005 Montgomery County Private Sewage Disposal System Ordinance.

An ordinance regulating private sewage disposal systems, the construction and/or reconstruction of such systems within the limits of Montgomery County, Illinois.

Pursuant to the powers granted to the Montgomery County Board by the Statutes of the State of Illinois in such case made and provided therefore, and WHEREAS, the improper disposal of sewage is a menace to the public health: THEREFORE, BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the following rules and regulations are hereby made and adopted.

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

ADOPTED 11/9, 2010

EFFECTIVE 11/9, 2010

APPROVED *Michael P. Holt*  
Chairman

ATTEST *Sandy Leithner*  
County Clerk

PRIVATE SEWAGE DISPOSAL SYSTEM ORDINANCE  
MONTGOMERY COUNTY, ILLINOIS

ARTICLE I DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Ordinance

- Section A AUTHORIZED REPRESENTATIVE shall mean the legally designated Administrator or the Acting Administrator of the Montgomery County Health Department and shall include those persons designated by the Administrator or Acting Administrator to enforce the provisions of this Ordinance.
- Section B BEDROOM shall mean any room within the building that is used for sleeping purposes or could be converted into a room used for sleeping purposes, such as a den or sewing room.
- Section C BOARD OF HEALTH shall mean the Montgomery County Board of Health or its Authorized Representative(s).
- Section D DOMESTIC SEWAGE means waste water derived principally from dwellings, business or office buildings, institutions, food service establishments and similar facilities.
- Section E HEALTH AUTHORITY shall mean the person or persons who have been designated by the Board of Health to administer the affairs of the Health Department.
- Section F HEALTH DEPARTMENT shall mean the Montgomery County Health Department, an agency of the Montgomery County Board of Health.
- Section G HOMEOWNER means a person who holds legal title to a residential structure which is to be used or is used for his personal, single family residence.
- Section H HOMEOWNER INSTALLED SYSTEM means a private sewage disposal system installed by a homeowner for his personal, single family residence.
- Section I HUMAN WASTES means undigested food and by-products of metabolism which are passed out of the human body.
- Section J LICENSED INSTALLER means an Illinois Licensed Private Sewage Disposal System Installation Contractor.

ARTICLE I DEFINITIONS - cont'd

Section K PERMIT shall mean a written permit issued by the Board of Health or its Authorized Representative permitting the construction of an individual private sewage disposal system under this Ordinance.

Section L PERSON(S) means an individual, group of individuals, association, trust partnership, corporation, person(s) doing business under an assumed name, the State of Illinois, or any Department thereof, or any other entity.

Section M PRIVATE SEWAGE DISPOSAL SYSTEM means any sewage handling or treatment facility receiving domestic sewage from less than fifteen (15) people or population equivalents and having a ground surface discharge or any sewage handling or treatment facility receiving domestic sewage and having no ground surface discharge.

Section N PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR means any person constructing, repairing, installing, modifying or maintaining private sewage disposal systems.

Section O PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR means any person who cleans or pumps waste from a private sewage disposal system or hauls or disposes of wastes removed therefrom.

Section P PROPERTY OWNER means the person in whose name legal title to the real estate is recorded.

Section Q SEWAGE SYSTEM means private sewage disposal system.

Section R SEWAGE TREATMENT OR DISPOSAL SYSTEM means private sewage disposal system.

Section S WASTE means either human waste or domestic sewage or both.

ARTICLE II ADOPTION BY REFERENCE

Section A In addition to those provisions set forth, this Ordinance shall be interpreted and enforced in accordance with provisions set forth in the unabridged form, State of Illinois, Department of Public Health, "Private Sewage Disposal Licensing Act and Code", current edition, any subsequent amendments or revisions thereto, three (3) certified copies of which shall be on file in the office of the Montgomery County Clerk.

ARTICLE III PERMITS

Section A It shall be unlawful for any person to construct, alter or extend individual private sewage disposal systems within Montgomery County unless he holds a valid permit issued by the Health Department stating the name of such person for which the specific construction, alteration or extension is proposed. Said permit shall indicate a maximum permissible waste loading.

Section B All sewage treatment or disposal systems to be installed in Montgomery County must be of a design and location that is approved by the Montgomery County Health Department and within compliance of the Illinois Private Sewage Disposal Licensing Act and Code, as amended; and appropriate sections of the Illinois Revised Statutes, Chapter 111½, as amended.

Section C Lots which cannot reasonably be served by a public sanitary sewer system shall have a minimum width of one hundred (100) feet, measured at the building line, and a minimum area of twenty thousand (20,000) square feet. Where topography, timber, buried objects or other obstructions interfere with the installation of the private sewage disposal system, additional lot size will be required. The Health Authority may refuse to issue a permit where lot size has not been increased to accommodate said system.

Section D Application for installation of a new private sewage disposal system, or reconstruction of an existing private sewage disposal system, must be completed and signed in ink before submittal to the Montgomery County Health Department for evaluation and subsequent approval or disapproval. Authorized Health Department personnel are available to assist in the preparation of applications upon request, by appointment only.

Section E An approved copy of the application must be received by the homeowner and licensed installer before work begins. Said approved application shall be the permit to begin construction of said private sewage system .

Section F All applications for permit granted under the provisions of this Ordinance shall be made to the Board of Health or its duly Authorized Representative. Sufficient data shall be included to allow review and to determine whether the proposed application for permit meets the requirements of this Ordinance.

ARTICLE III PERMITS – cont'd

Section G A permit shall only be issued to an Illinois Licensed Private Sewage Disposal System Installation Contractor or a homeowner installing his own private sewage disposal system.

Section H Complete plans of the proposed disposal facility, with substantiating data, if necessary, attesting to its compliance with minimum standards of this Ordinance is required.

Section I Other information may be required by the Health Authority to substantiate that the proposed construction, alteration or extension complies with minimum standards of this Ordinance.

Section J Before an application for a permit is reviewed by the Montgomery County Health Department, evaluation of the soil conditions must be made and submitted with the application. The absorption capacity of the soil shall be determined in accordance with applicable Sections of the Illinois Private Sewage Disposal Licensing Act and Code, current edition, as amended or revised.

Section K A completed and signed application must be submitted to the Montgomery County Health Department for a permit. The application shall be on forms provided by the Health Department and shall contain the following:

1. Owner's name, mailing address and telephone number.
2. Legal description of property, road coordinate numbers and Township.
3. Legal address (post office address) of proposed installation, if different from owner's present mailing address.
4. Size and area of lot(s) or building site.
5. In all residential buildings, the number of bedrooms, water closets, lavatories, bathtubs, showers, washing machines, garbage disposals and all other plumbing fixtures requiring water.
6. In all buildings other than residential, the number of water closets, urinals, lavatories, sinks, showers and other fixtures or processes which require water.
7. A description including size of each unit of the proposed sewage treatment or disposal system.
8. The proposed Private Sewage Disposal System Installation Contractor's name, mailing address, telephone number and his license number.
9. Signature of homeowner and licensed contractor with date of signing.
10. Percolation rate or soil survey information as outlined in the Illinois Private Sewage Licensing Act and Code, date of test and name of

ARTICLE III PERMITS -- cont'd

Section K cont'd

person conducting tests. Percolation test results will be recorded on forms provided by the Health Department for that purpose.

- 11. A drawing showing the actual location of all pertinent data such as water well or wells, all buildings on property and adjacent property, if applicable, site elevations and ground surface elevations sufficient to determine the elevation of system components and the slope of the ground surface and location of sanitary sewer, if within 200 feet. Proposed location of the sewage system and complete layout of the sewage system, all driveways or other paved areas and other situations which could effect the operation or maintenance of the sewage treatment or disposal system shall be included.

Section L Any change from the permit drawing as approved must be discussed with Authorized Personnel of the Health Department before such changes are made and excavation has begun.

Section M If the sewage disposal installation is to be installed in a manner different than that shown on the permit that was approved, then a new application showing the proposed installation must be submitted to the Montgomery County Health Department for approval before installation or construction takes place.

Section N The Board of Health or its Authorized Representative may refuse to grant a permit for construction of a private sewage disposal system where public or community sewage systems are available. A sewer shall be deemed available when a public sewer line is in place within any street, alley, right-of-way or easement that adjoins or abuts the premises for which the permit is requested, or when the improvement to be served is located within a reasonable distance of a public sewer to which a connection is practical and is permitted by the controlling authority for the sewer. A reasonable distance for the purpose of this provision shall be deemed to be not greater than two hundred (200) feet for a single family residence. Commercial establishments and multi-family dwellings with a load equivalent corresponding to or above fifteen (15) people equivalent units must conform to EPA requirements if a surface discharge is proposed.

Section O An Environmental Protection Agency permit must be obtained for the installation of a sewage treatment device to serve fifteen (15) or more persons or criteria as outlined in the Illinois Public Health and Illinois Environmental Protection Agency Laws when a surface discharging system is proposed. If IEPA waives permit requirements under their laws and regulations, a letter from IEPA so stating said waiver must be forwarded to the Montgomery County Health Department before the latter

- ARTICLE III PERMITS – cont'd
- Section O cont'd  
will implement the County Private Sewage Disposal Ordinance or act on said application for installation permit.
- Section P Where approved ground surface discharge systems are allowed to be installed, discharging onto adjacent property not owned by applicant, a written easement will be required before a permit will be issued.
- Section Q The Health Authority shall act on all application within fifteen (15) days of receipt, provided that all information required has been entered in its appropriate place and all information is correct. Applications not completed properly and needing additional information may require additional time.
- Section R Said Permit to construct a Private Sewage Disposal System is valid for one (1) year from the date of issuance. If construction has not started within this one(1) year period, the permit will be invalidated. A new permit will be required if installation is contemplated after said permit is invalidated.
- Section S Authorized Health Department personnel are available for office consultation and field evaluations by appointment between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.
- Section T It shall be the responsibility of the Illinois Licensed Private Sewage Disposal System Contractor to ensure that a Private Sewage Disposal System Permit has been issued and to follow the conditions of said permit. Failure of the licensed installer to ensure said permit has been issued or to violate the conditions of said permit shall constitute a violation of this Ordinance and penalty action may be taken, punishable under provisions of a Class A misdemeanor.
- Section U No permit will be issued on a private sewage disposal system installed without a permit. Said Ordinance shall have been violated and penalty action may be taken against the installer and the property owner.
- Section V A standard permit application fee of \$50 shall accompany the completed permit application.
- Section W Any permit application and/or installation violations, including but not limited to 48 hour notification prior to installation and/or covering an installed septic system without final inspection, and obtaining an approved permit prior to installation, are subject to a \$50.00 fine for each act of violation. This fee does not apply to technical violations of an installation, which are subject to violations of the "Private Sewage Disposal Code".

ARTICLE IV REGISTRATIONS

Section A An annual contractor's registration shall be required by all private sewage disposal system installation contractors and all private sewage disposal pumping contractors operating within limits of Montgomery County. The Health Authority shall issue a private sewage disposal system installation contractor registration certificate and/or a private sewage disposal system pumping contractor registration certificate to persons applying for such certificate who possess a current Private Sewage Disposal License issued by the State for the certificate desired and who hold license in good standing by the State of Illinois.

There shall be no fee for this registration. All registration certificates shall expire December 31<sup>st</sup> of the year in which they were issued, except those issued in December will expire December 31<sup>st</sup> of the following year.

Section B An annual septic tank manufacturer and/or aerobic treatment unit dealer registration certificate shall be obtained by all persons who wish to manufacture, sell, offer for sale, or deliver septic tanks or aerobic units in or into Montgomery County. The Montgomery County Health Department shall issue a septic tank manufacturer and/or aerobic treatment unit dealer registration certificate to persons who apply for such certificate and who have approval to manufacture and sell septic tanks and or aerobic treatment units from the Illinois Department of Public Health.

There shall be no fee for this registration. All registration certificates shall expire December 31<sup>st</sup> of the year in which they were issued, except those issued in December will expire December 31<sup>st</sup> of the following year.

Section C All persons who hold a septic tank manufacturers and or aerobic treatment unit dealer registration certificate shall be required to notify Montgomery County Health Department in writing within 30 days of the date of delivery or sale of a septic tank or aerobic treatment unit of the following information:

1. Name of purchaser.
2. Location of delivery.
3. Date of sale and delivery.
4. Size of septic tank or model of aerobic treatment unit.

Forms shall be provided by the Montgomery County Health Department for reporting purposes at the request of the Septic Tank Manufacturer and/or Aerobic Treatment Unit Dealer.

ARTICLE V

## COMPLIANCE AND PERFORMANCE

- Section A All private sewage disposal systems within the limits of Montgomery County shall be INSTALLED, modified or serviced by an ~~Illinois Licensed Private Sewage Disposal System Installation Contractor~~ individual with a valid private sewage disposal system installation contractor registration certificate; and all such systems shall be PUMPED, cleaned and the contents properly disposed of by an ~~Illinois Licensed Private Sewage Disposal System Pumping Contractor~~ individual with a valid private sewage disposal system pumping contractor's certificate; provided, however, that a homeowner may install and/or service a private sewage disposal system which serves his own personal family residence.
- Section B All private sewage disposal systems shall be INSTALLED, modified, serviced, PUMPED and the contents disposed of in accordance with the Illinois Private Sewage Disposal Licensing Act and Code, current edition, and any subsequent amendments or revisions thereto.
- Section C Surface Discharge from a private sewage disposal system shall not leave the property the system serves, unless discharged to a public road ditch under granted permission and the requirements of the Illinois Department of Transportation, Environmental Protection Agency and the Montgomery County Health Department.
- Section D To reduce and/or eliminate surface discharges, sites conducive to subsurface seepage according to site characteristics and soil evaluation are required to install a subsurface disposal system.
- Section E Surface discharging systems may be used when subsurface disposal systems are not feasible for the site. Subsurface treatment feasibility is determined from the soil evaluation, site topography and limiting layer set forth in the "Illinois Private Sewage Code" However, surface discharging systems shall require one or more of the following supplemental treatments to be determined by the health authority according to the site characteristics, surrounding environment, surrounding population and other pertinent factors.

Supplemental treatment shall include the following:

1. Subsurface seepage, evaporation trench and/or other approved sewage disposal treatment techniques. The size may be reduced to not less than 2/3 of that required according to the Illinois Private Sewage Disposal Code Section 905.100 c).

ARTICLE V COMPLIANCE AND PERFORMANCE – cont'd

Section E cont'd

- 2. Private sewage disposal systems, which incorporate a surface discharge, shall provide an extended service agreement with a licensed installer to provide semi-annual inspections and required maintenance as specified by the manufacture of the unit and/or to ensure compliance with the Illinois Private Sewage Disposal Code.

ARTICLE VI FINAL INSPECTION

Section A Private Sewage Disposal System must be installed and laterals covered with rock and straw or hay as required in the Illinois Private Sewage Disposal Licensing Act and Code. No part of the sewer line from the building to the septic tank, the septic tank, buried sand filter or other approved secondary treatment component shall be covered with earth before a final inspection (s) is made and approved.

Section B Arrangements must be made for the Montgomery County Health Department personnel to enter onto said property at the time of inspection (s).

Section C Before any portion of the private sewage disposal system is covered and/or placed in operation, an inspection and final approval must first be obtained from the Montgomery County Health Department.

Section D The Health Department shall be allowed to inspect or investigate the installation of a private sewage disposal system whenever it is deemed necessary. If, in the opinion of the Health Department, the construction should cease due to violations of the Illinois Private Sewage Disposal Licensing Act and Code, and/or the Montgomery County Private Sewage Disposal Ordinance, it is authorized to order the construction to cease. Resumption of construction shall not take place until written approval is received from the Health Authority.

Section E Final Inspection must be requested at least two (2) days in advance of the date of the sewage system installation.

Section F Requests for Final Inspection can be made any time between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

ARTICLE VII REVOCATION OF REGISTRATIONS

Section A For serious or repeated violation of any of the requirements of this Ordinance, the private sewage disposal contractor's registration certificate and/or septic tank manufacturer certificate and/or aerobic unit dealer registration certificate may be revoked, suspended or refused issuance after an opportunity for a hearing has been provided by the Health Authority. Prior to such action, the Health Authority shall notify the contractor in writing, stating the reasons for which the registration certificate is subject to revocation, suspension or non-issuance and advising that the certificate shall be revoked, suspended or refused issuance at the end of five(5) days following service of such notice, unless prior to the expiration of said period the certificate holder files a request for hearing with the Health Authority. Notice shall be served upon certificate holder personally, or deposited in United States Mail, certified, return receipt requested to address of record on certificate, or posted in conspicuous place on or about the project in process. A registration certificate may be suspended for cause pending its revocation or a hearing relative thereto where a clear and present danger to the public health is preliminarily found to exist by the Health Authority.

No new permits shall be approved nor new notice of installation shall be accepted from an installer who has been notified of suspension or revocation until registration has been reinstated.

ARTICLE VIII ENFORCEMENT

Section A Homeowners having private sewage systems constructed prior to the effective date of this Ordinance shall comply with all provisions of this Ordinance and the Illinois Private Sewage Disposal Licensing Act and Code, when deemed necessary by the Health Authority, when a health hazard and/or nuisance exists due to a septic tank or disposal system malfunction allowing illegal surface discharge or pooling.

Section B Whenever the Health Authority determines that a violation of any provision of this Ordinance has occurred, the Health Authority shall give notice to the person(s) responsible for such violation. The notice shall:

1. Be in writing
2. Include a statement of the reason for issuance of said notice.
3. Allow reasonable time as determined by the Health Department for performance of any act is required

## ARTICLE VIII ENFORCEMENT cont'd

4. Be served upon the person(s) responsible for the violation(s), provided that such notice shall have been properly served upon the person(s) responsible for the violation(s) when a copy thereof has been sent by certified mail to his last known address as furnished to the Health Department or when he has been served with such notice by any other method authorized by laws of this State.
5. Contain an outline of remedial action which is required to effect compliance with this Ordinance.
6. Issue a \$50.00 fine for each separate violation to the "Illinois Private Sewage Disposal Licensing Act and Code" and/or this Ordinance.

Section C The Board of Health or its Authorized Representatives are hereby authorized to make such inspections as are necessary to determine satisfactory compliance with this Ordinance.

Section D It shall be the duty of the owner or occupant of a property to give the Board of Health or its Authorized Representative free access to the property at the reasonable times for the purpose of making such inspections as are necessary to determine compliance with the requirements of this Ordinance. Refusal to allow entry onto the property will be grounds to void said permit, at which time penalty action will be taken.

Section E An individual private sewage disposal system which has been installed by a homeowner for his personal residence shall not be covered or placed into operation until said installation shall have had a final inspection and written approval of said system shall have been issued by the Health Department.

Section F The Authorized Representative may make inspections during the course of the construction of any private sewage disposal system to ensure compliance with this Ordinance.

Section G If any homeowner who installs his own private sewage disposal system shall have backfilled any portion of said systems with earth, which will prevent the same from being readily viewed to determine if said system meets all requirements of this Ordinance before receipt of written approval by the Health Department, said Health Department may give fifteen(15) days notice in writing to such homeowner so violating the provision(s) of the Ordinance to uncover such backfilled or covered portion of said system.

## ARTICLE VIII ENFORCEMENT cont'd

Section H If, at the end of such fifteen (15) days, the homeowner shall not have uncovered the individual private sewage disposal system and inspection conducted thereof with subsequent approval of said system, the permit is automatically invalidated and penalty action may be taken.

## ARTICLE IX HEARINGS

Section A Hearings before the Health Authority:

Any person affected by an order or notice issued by the Health Department in connection with the enforcement of any Section of this Ordinance may file in the office of the Health Department a written request for a Hearing before the Health Authority. The request must be made within ten(10) days of the order or notice issued by the Health Department. The Health Authority shall hold a Hearing at a time and place designated by said agency within thirty (30) days from the date on which the written request was filed. The petitioner for the Hearing is to be notified of the time and place of the Hearing not less than five(5) days prior to the date on which the Hearing is to be held. If, as a result of the Hearing, the Health Authority finds that strict compliance with the order, or notice, would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by varying or withdrawing the order or notice, the Health Authority may modify or withdraw the order or notice and as a condition for such action may, where the Health Authority deems it necessary, make requirements which are additional to those prescribed in this Ordinance for the purpose of properly protecting the public health. The Health Authority shall render a decision within ten(10) days after the date of the Hearing which shall be reduced to writing and placed on file in the office of the Health Department as a matter of public record. Any person aggrieved by the decision of the Health Authority may seek relief through a Hearing before the Board of Health.

## ARTICLE X PENALTY

Section A Any person who violates any provision of this Ordinance shall be guilty of a Class A misdemeanor.

Section B Each day's violation constitutes a separate offense. The State's Attorney of Montgomery County shall bring such action in the name of the People of the State of Illinois or may bring action for an injunction to restrain such violation or to enjoin the operation of any such establishment causing such violation.

## ARTICLE XI CONFLICT OF ORDINANCE, EFFECT ON PARTIAL INVALIDITY

Section A In any case where a provision of this Ordinance is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of Montgomery County existing on the effective date of this Ordinance, the provision which, in the judgment of the Health Authority establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance or code of Montgomery County existing on the effective date of this Ordinance which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this Ordinance shall be deemed to prevail and such other ordinance or codes are hereby declared to be repealed to the extent that they may be found in conflict with this Ordinance.

Section B If any section, sub-section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall remain in full force and effect and, to this end, the provisions of this Ordinance are hereby declared to be severable.

## ARTICLE XII EFFECTIVE DATE

Section A This Ordinance shall become effective after the \_\_\_\_\_ day of \_\_\_\_\_, 2010.



RESOLVED, by the County board of Montgomery County, that \$975,000.00 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, 2010 and ending November 30, 2011, 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.

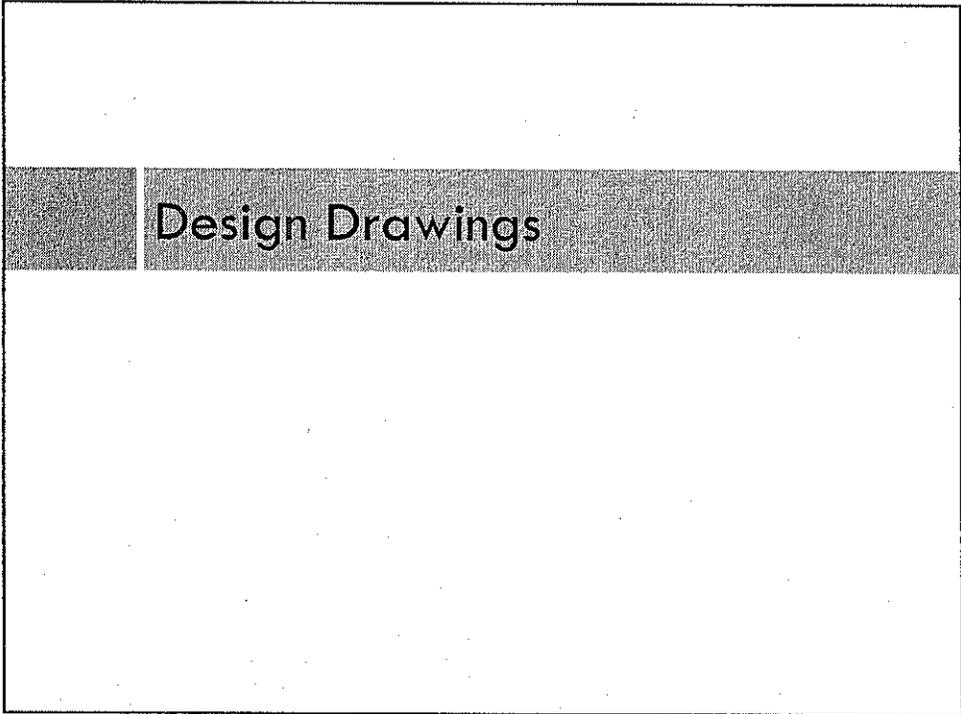
<p>Approved</p>	<p>STATE OF ILLINOIS</p> <p><u>Montgomery</u> County, } ss.</p> <p>I, <u>Sandy Leitheiser</u> County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of</p> <p><u>Montgomery</u> County, at its <u>November 9, 2010</u> meeting held at <u>Hillsboro, Illinois</u> on <u>November 9, 2010</u></p> <p style="text-align: center;">Date</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in <u>Hillsboro, Illinois</u> in said County, this <u>9th</u> day of <u>November</u> A.D. <u>2010</u></p> <p>(SEAL) <u>Sandy Leitheiser</u> County Clerk.</p>
<p>Date</p>	
<p>Department of Transportation</p> <p>Regional Engineer</p>	

# HISTORIC COURTHOUSE RENOVATIONS

Final Design Review

## Final Design Review

- Drawings
  - Asbestos
  - Structural
  - Architectural
  - Mechanical/Electrical/Plumbing
- Materials/Finishes
  - Flooring
  - Board Room Ceiling
  - Lighting
- Budget
- Schedule



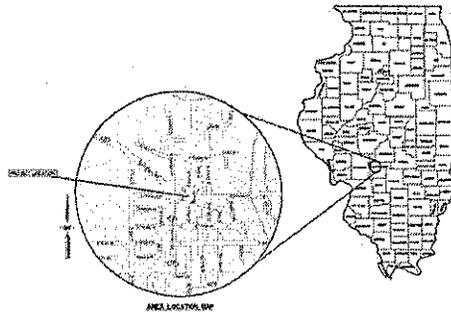
**SECOND AND THIRD FLOOR HISTORIC  
COURTHOUSE RENOVATIONS**  
MONTGOMERY COUNTY BUILDING AND GROUNDS COMMITTEE  
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

ARCHITECT/ENGINEER:  
**HURST - ROSCHE ENGINEERS, INC.**  
1408 E. TREMONT ST., P.O. BOX 130  
HILLSBORO, ILLINOIS 62048  
(217) 632-3998 FAX (217) 632-0212

1806 INDUSTRIAL PARK DR.  
MARION, ILLINOIS 62258  
(618) 908-0075 FAX (618) 906-0076

NO. 8 BANK SQUARE  
EAST ST. LOUIS, ILLINOIS 62203  
(618) 398-0890 FAX (618) 398-0330

601 N. DENNIS AVE., SUITE #  
SPRINGFIELD, ILLINOIS 62702  
(217) 787-1199 FAX (217) 793-1100



DATE: 12/14/2010

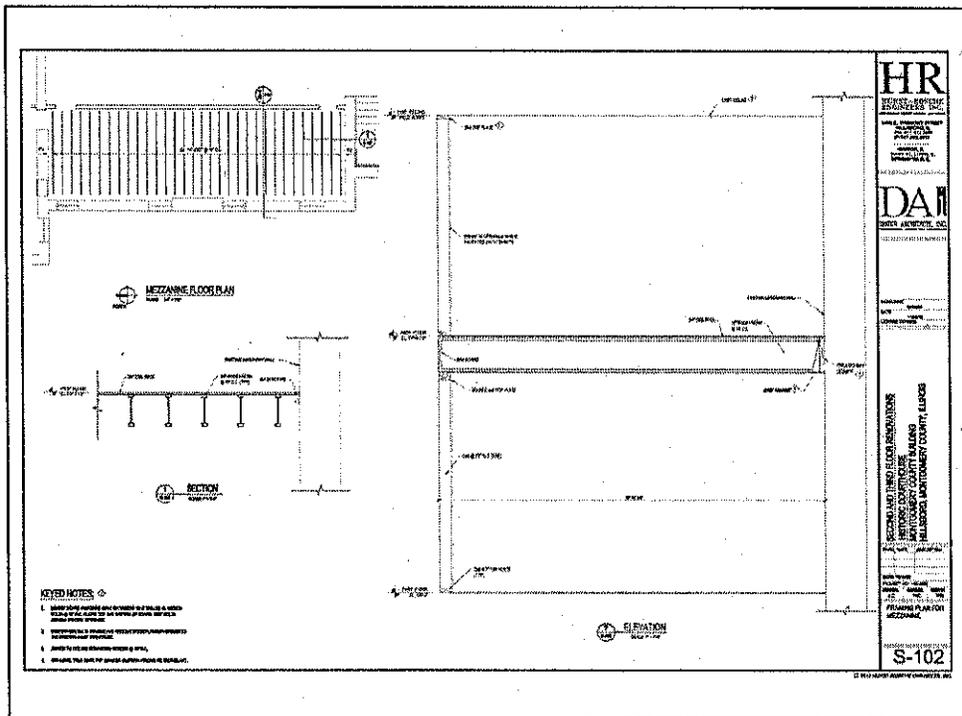
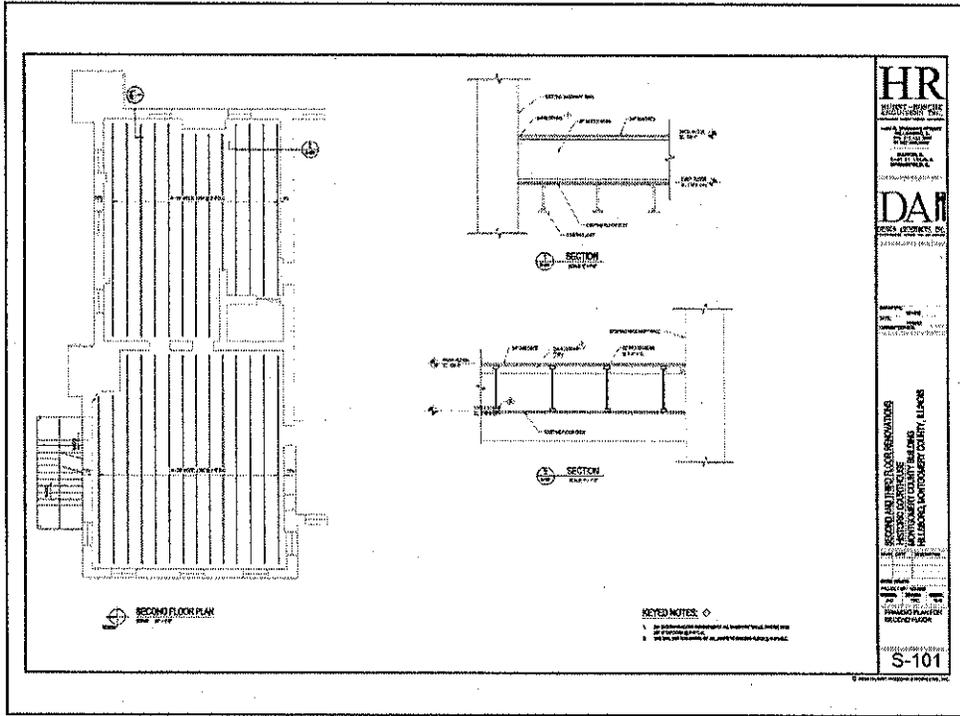
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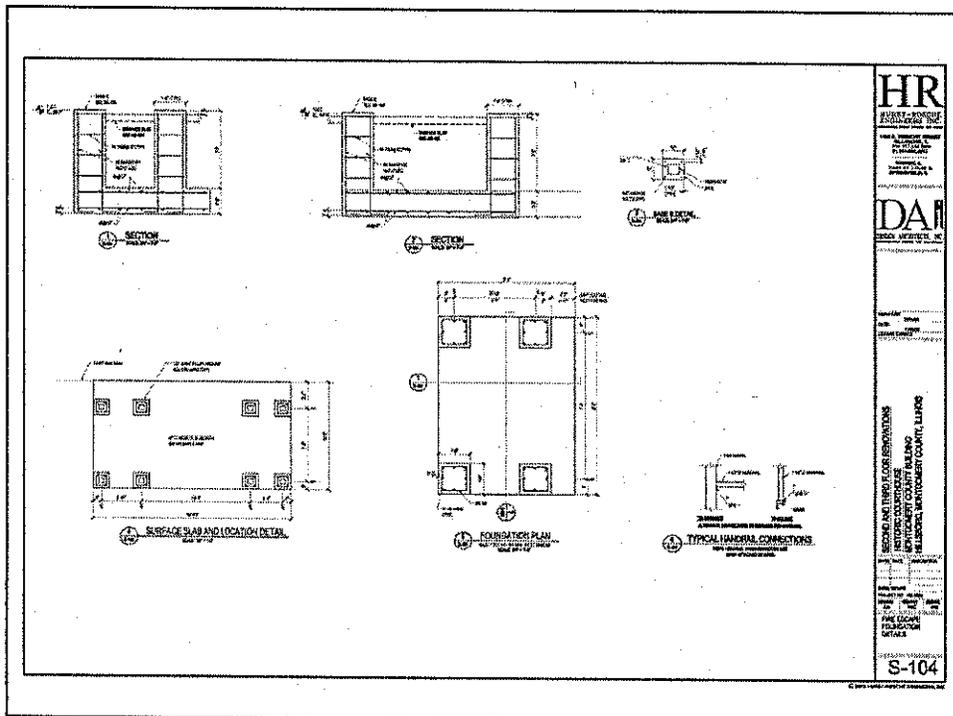
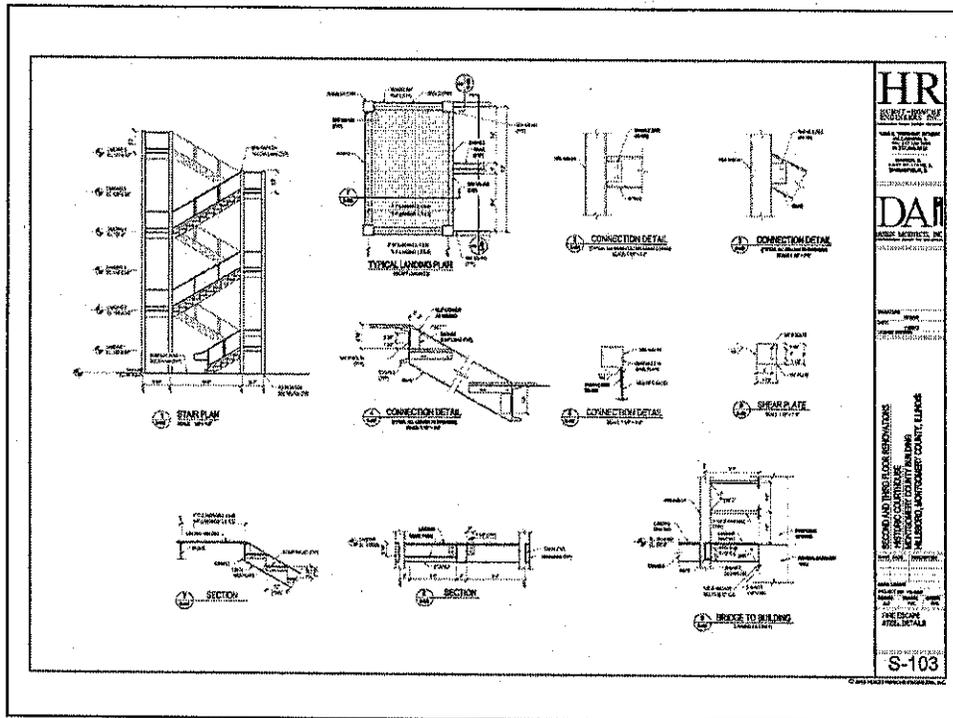
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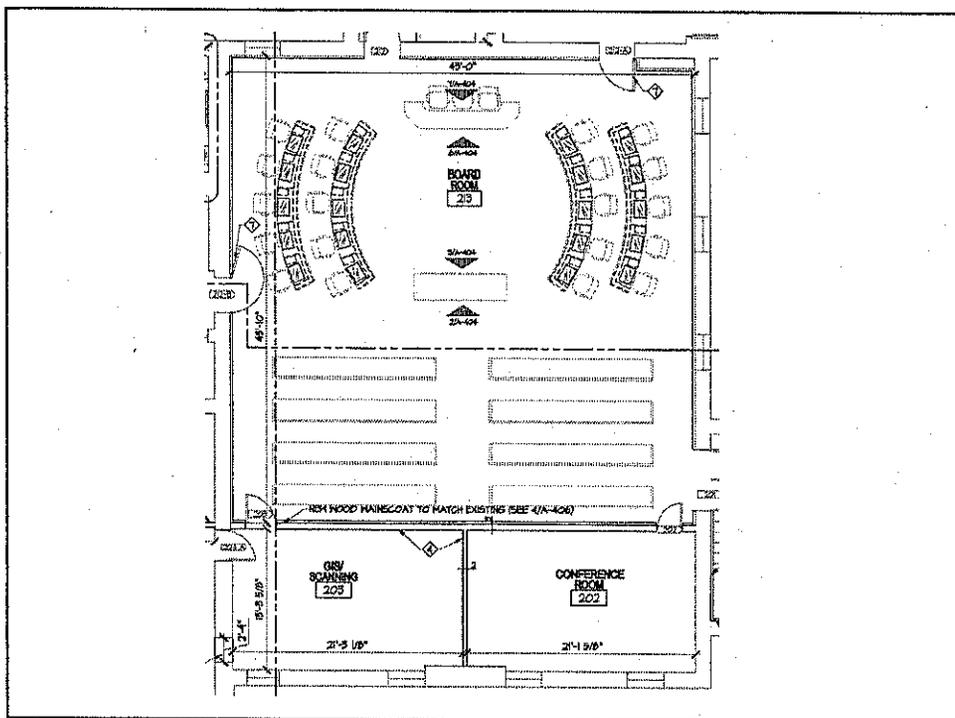
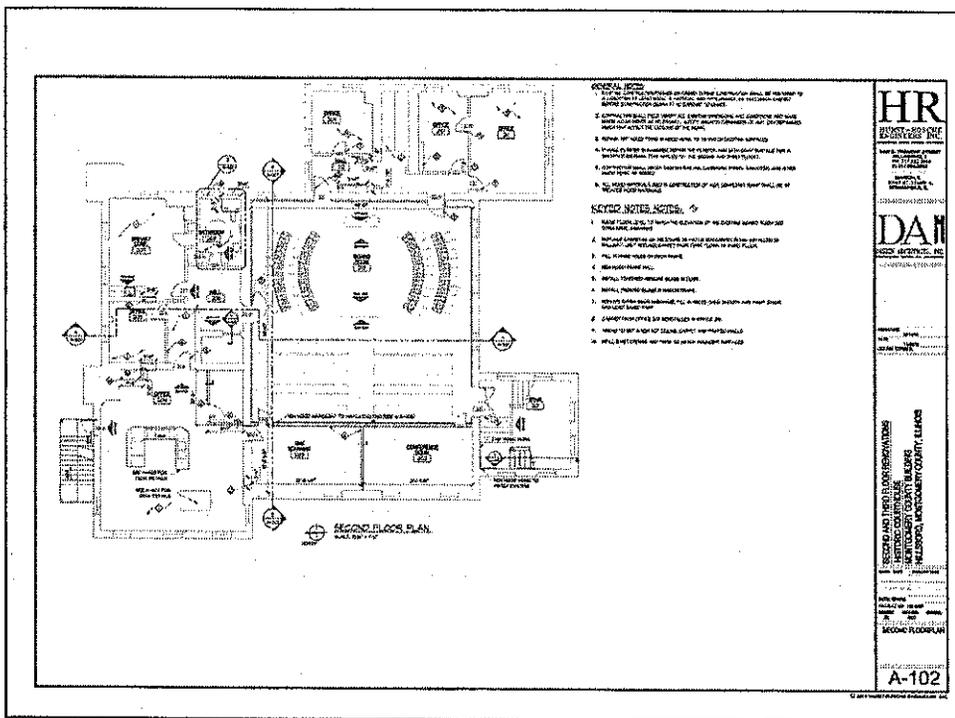


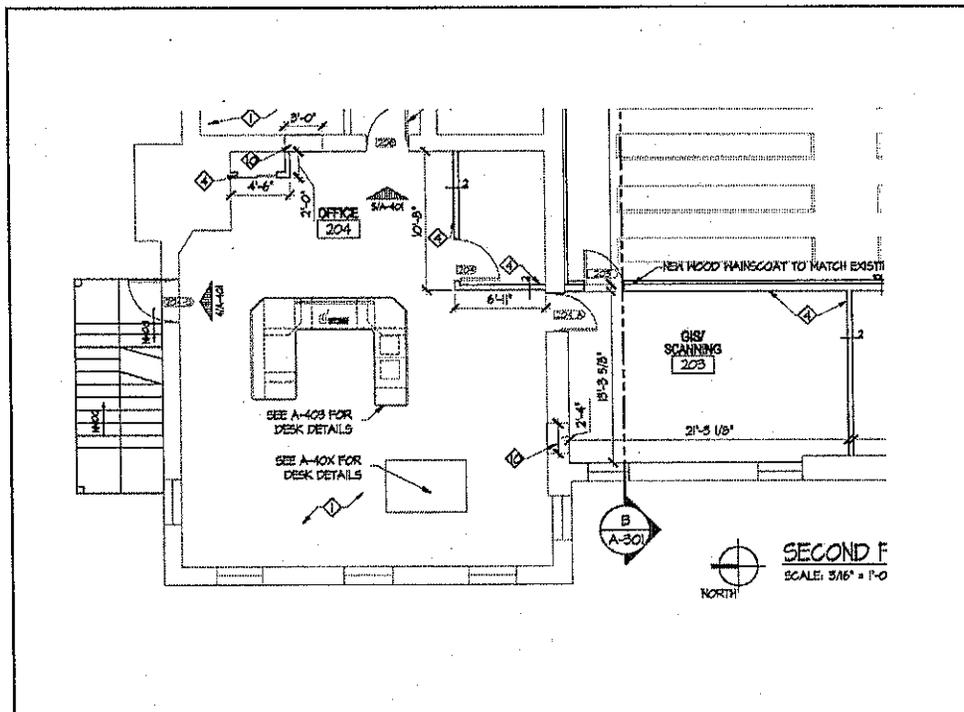
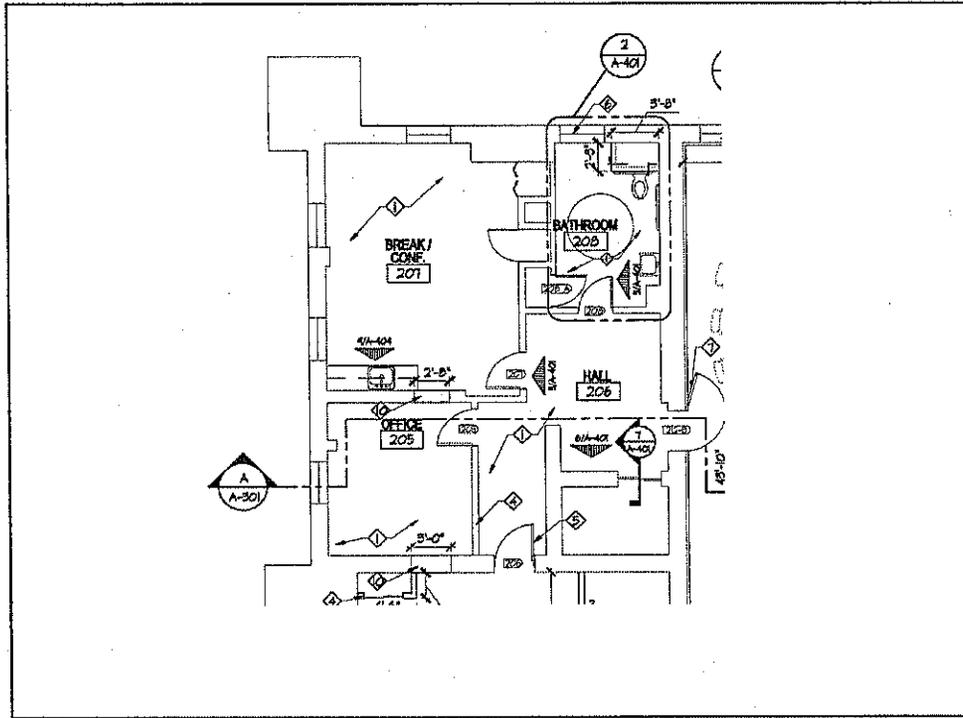


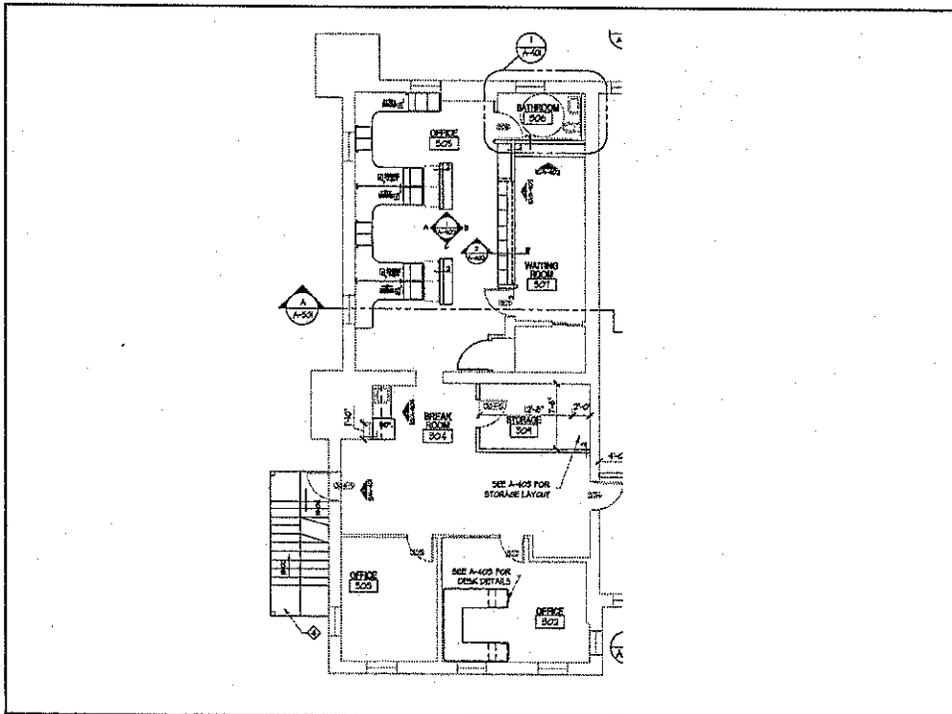
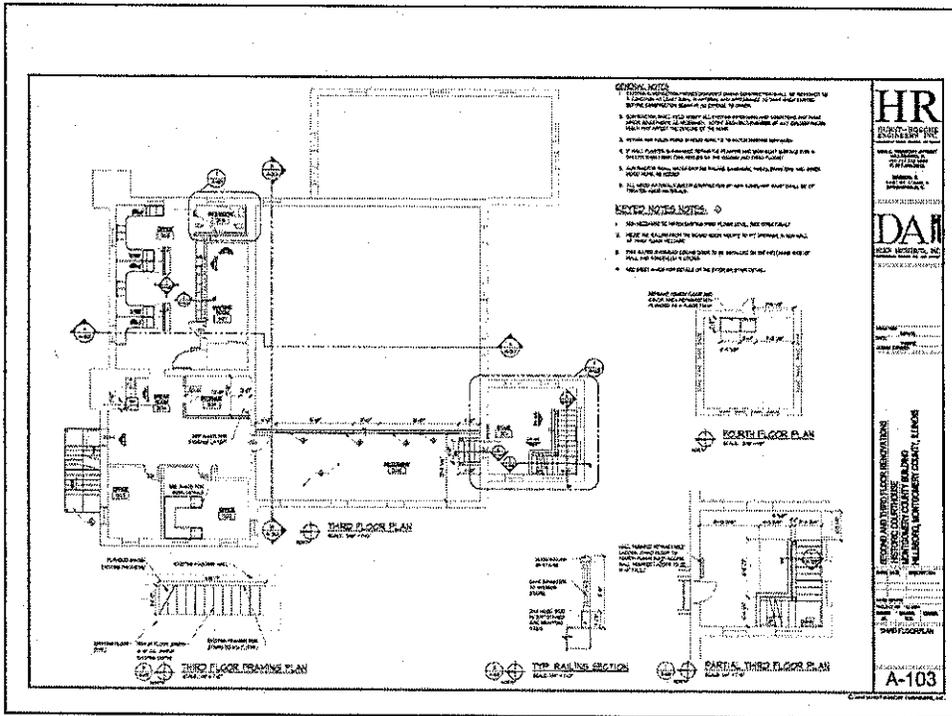




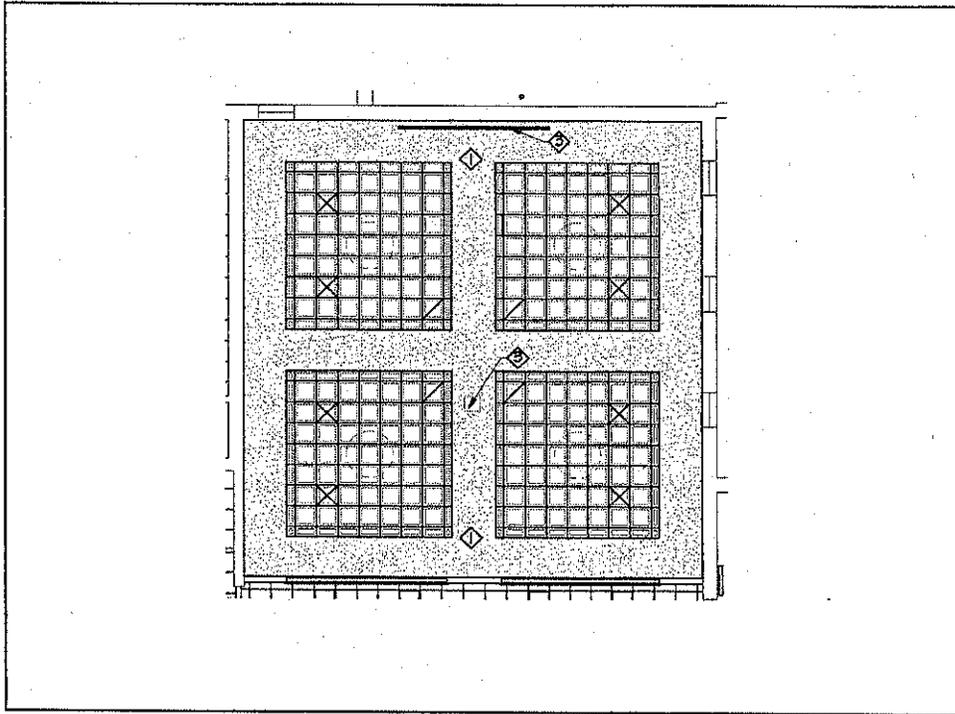




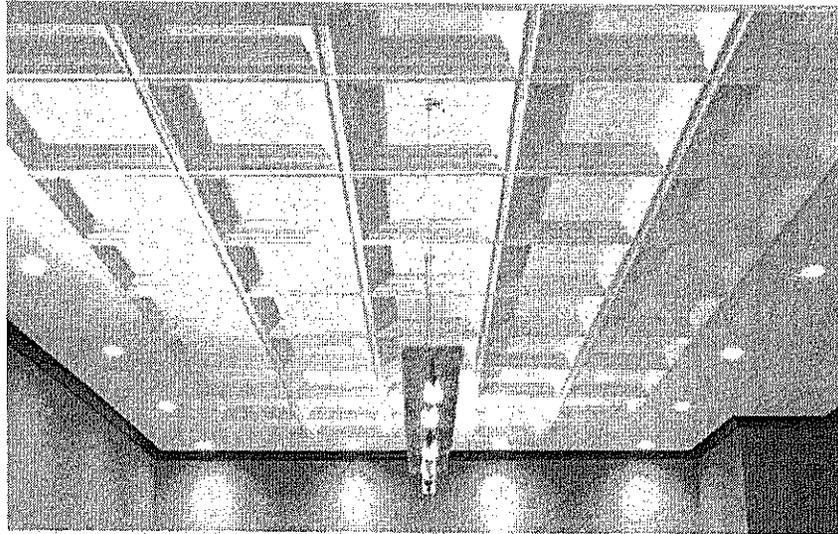




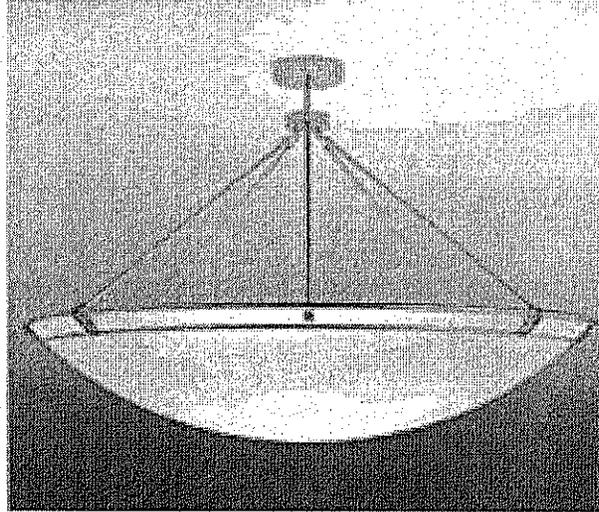




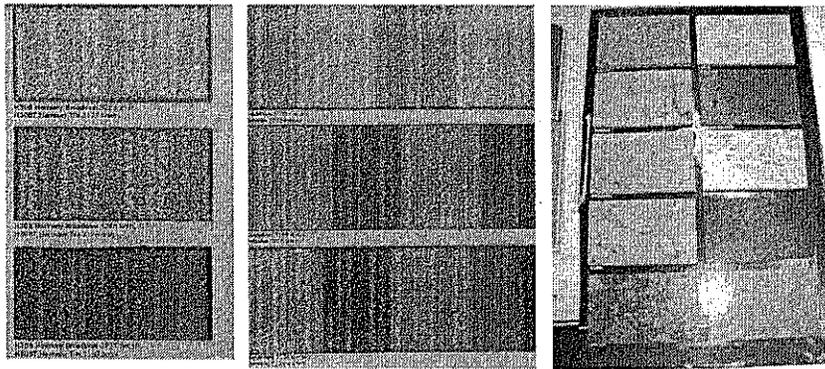
### Board Room Ceiling

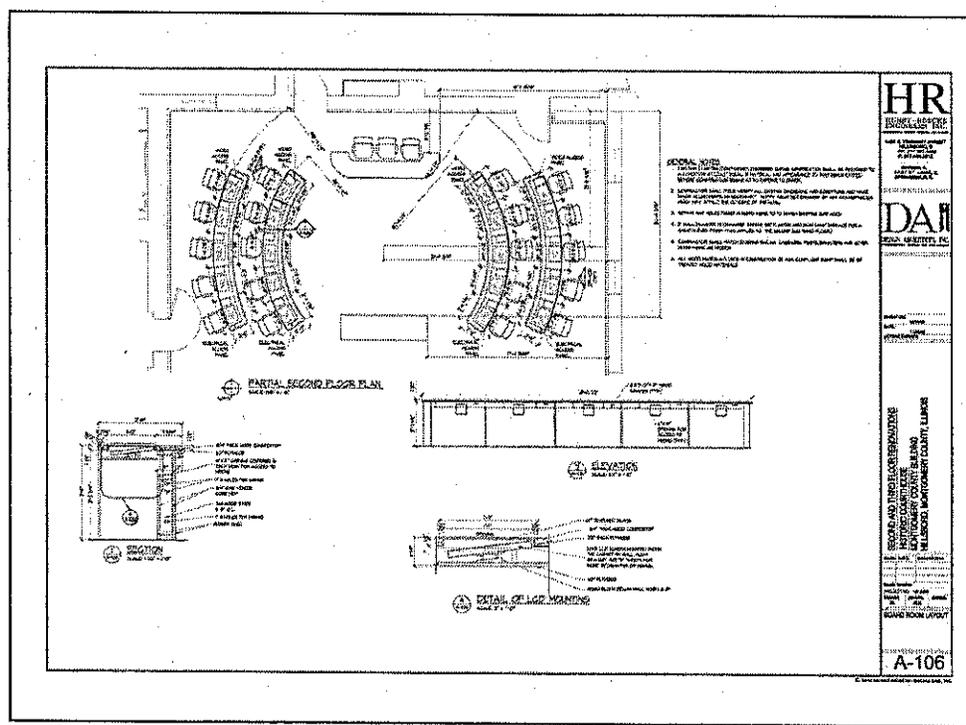
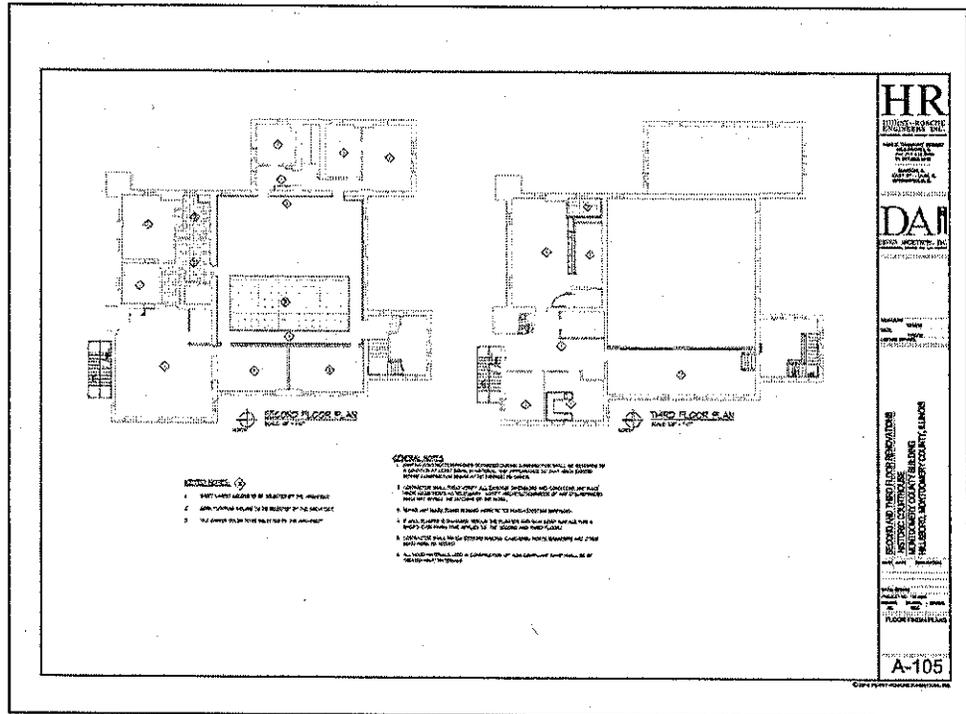


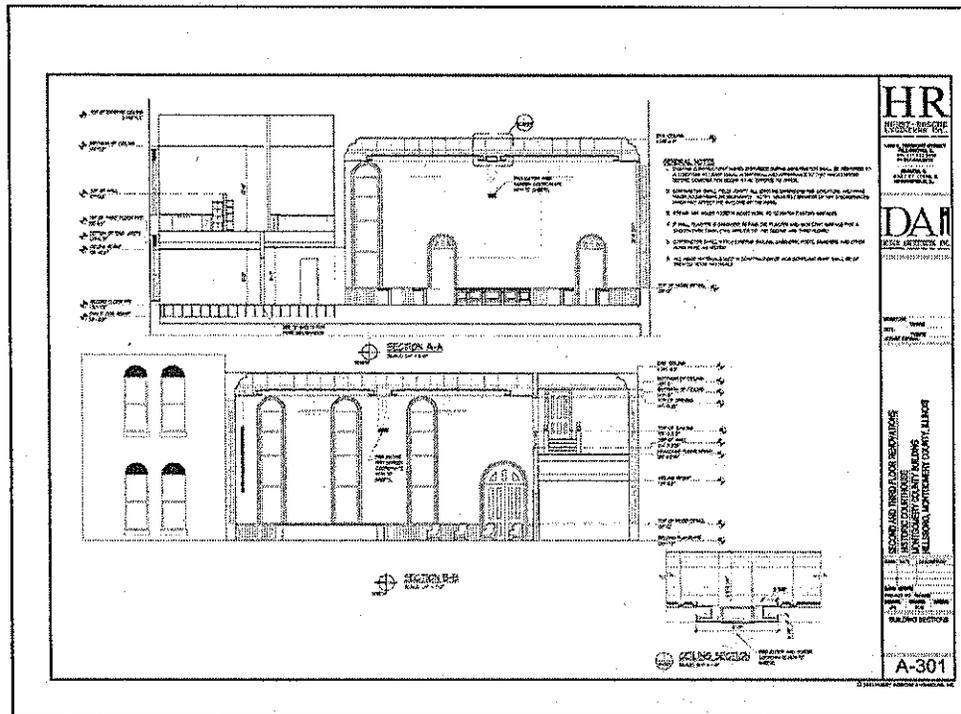
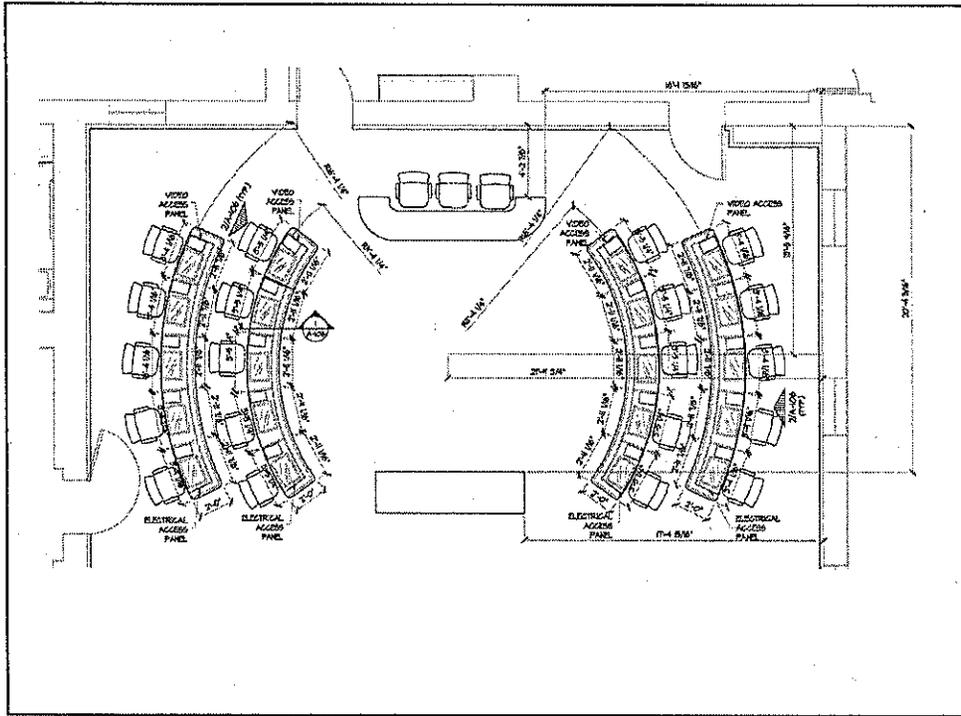
## Board Room Lighting



## Flooring Materials

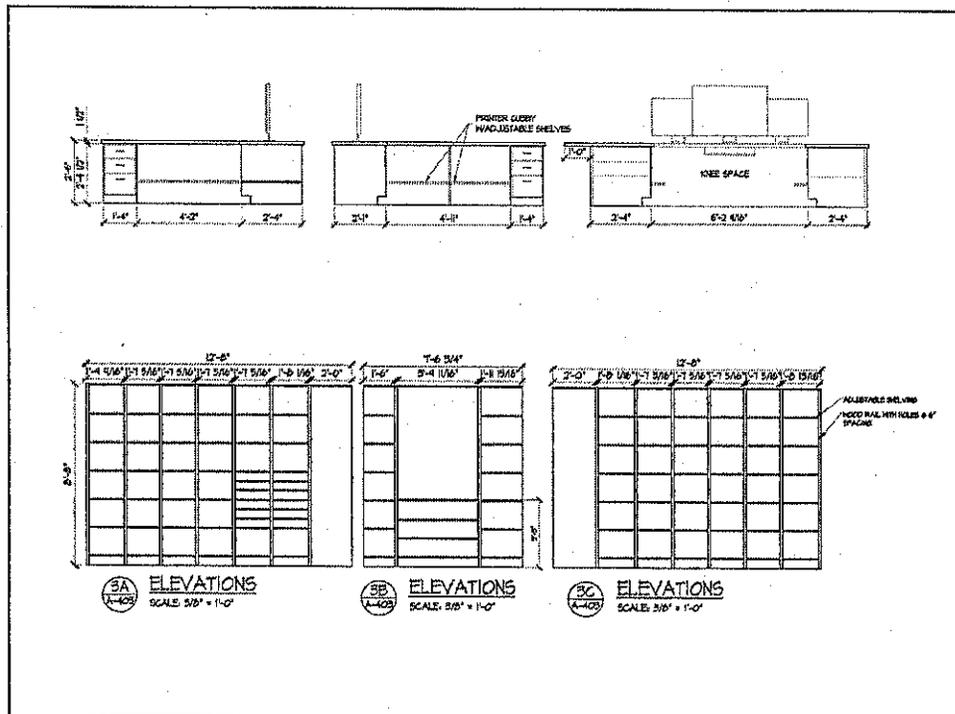
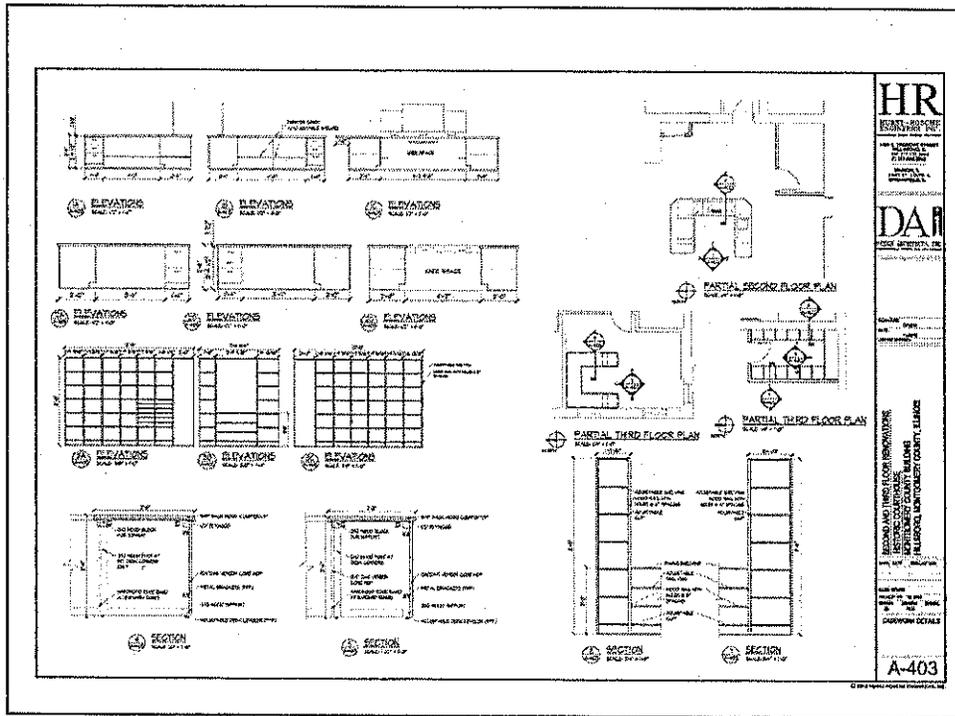










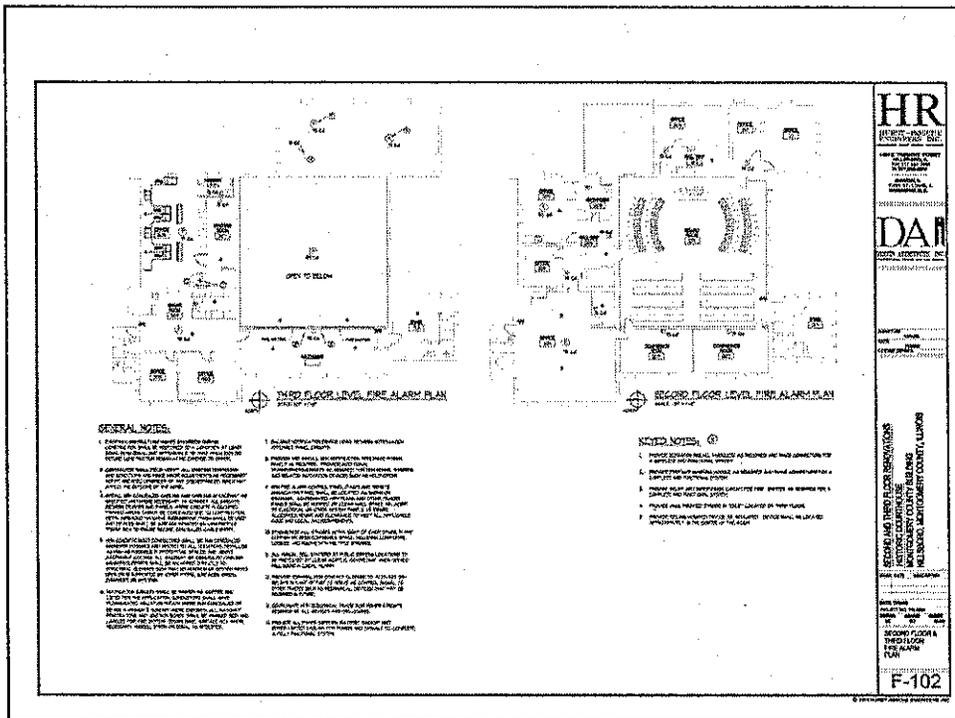




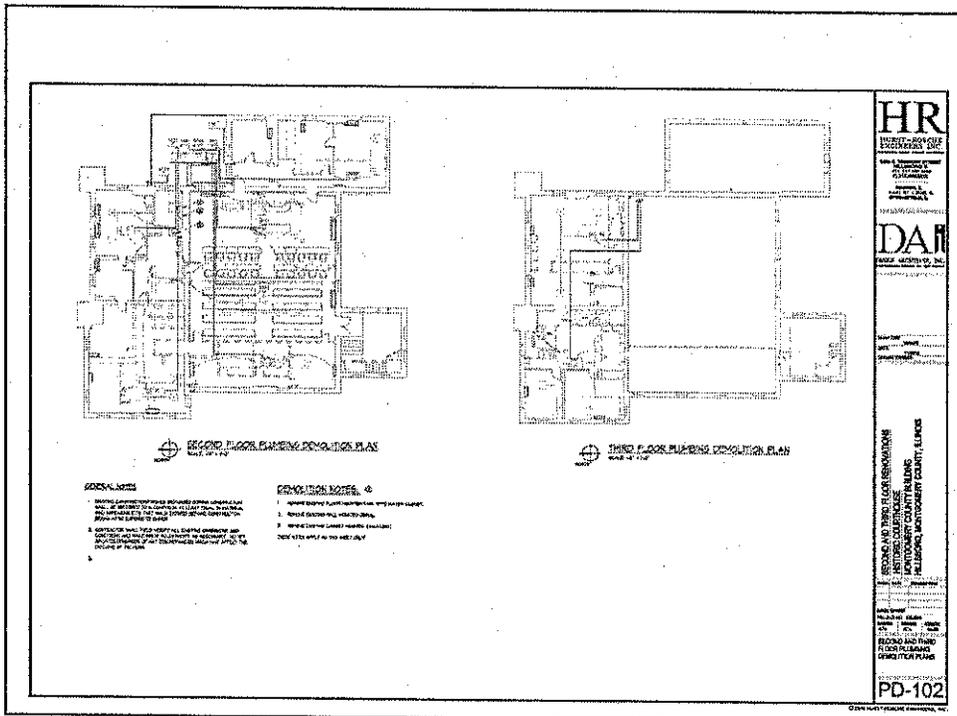
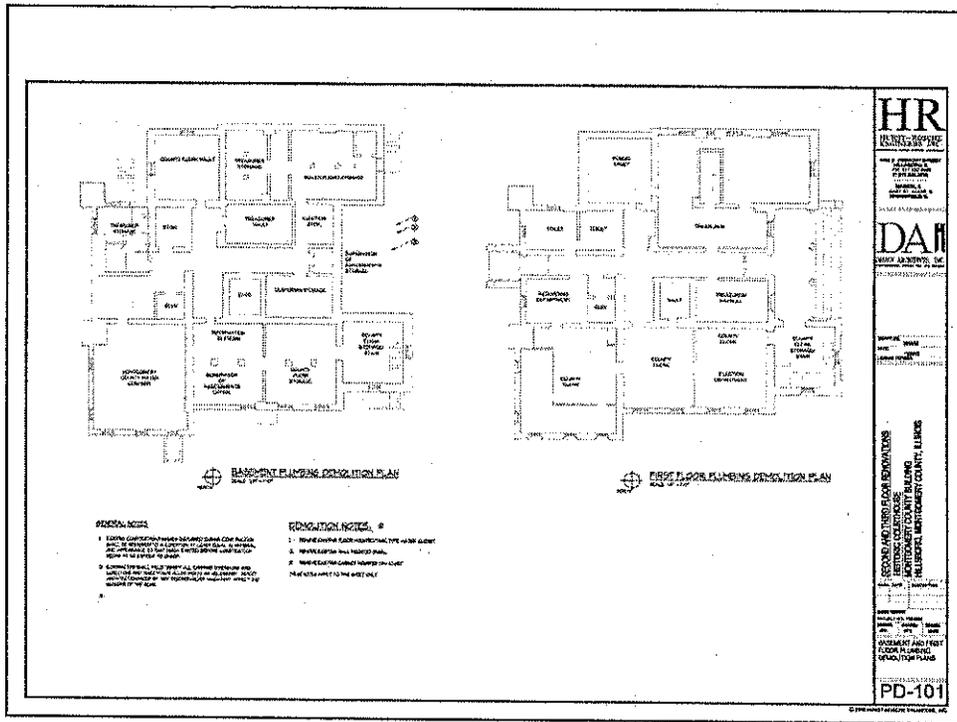


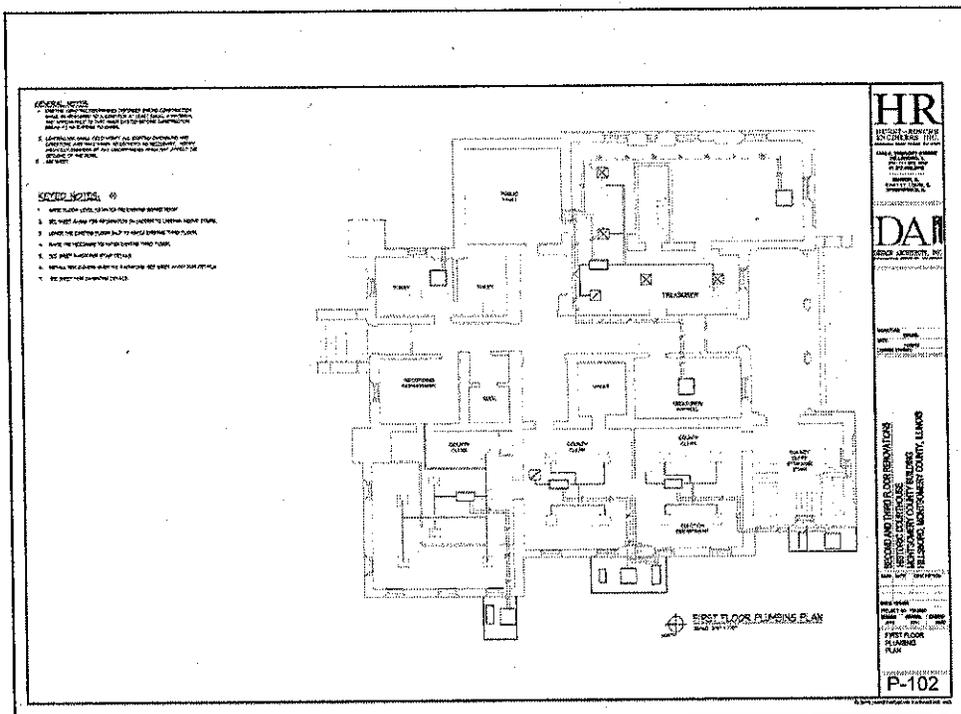
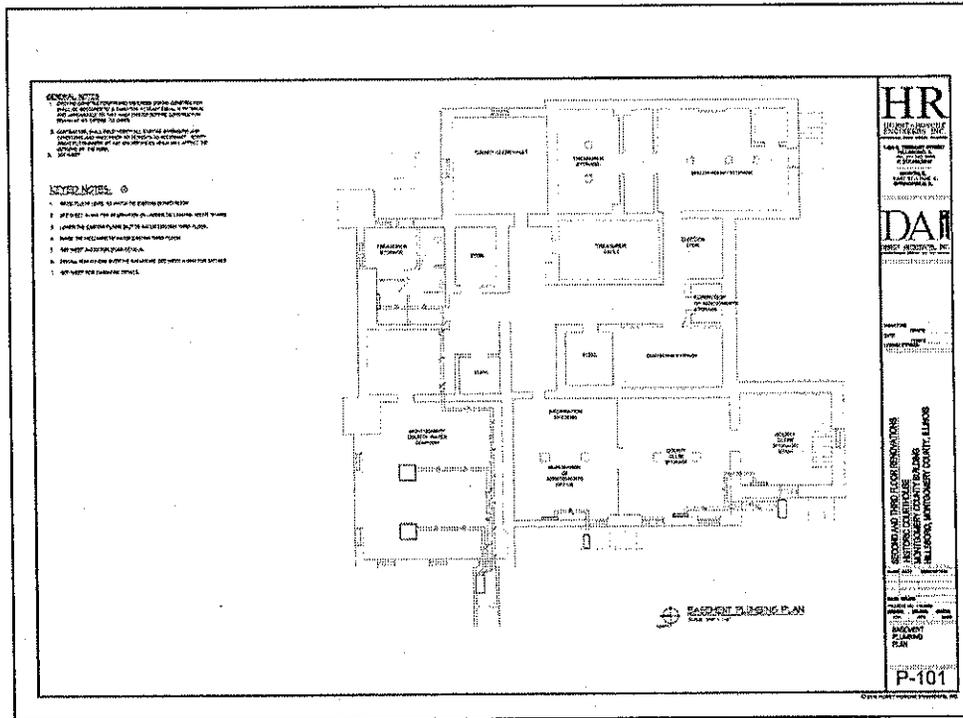


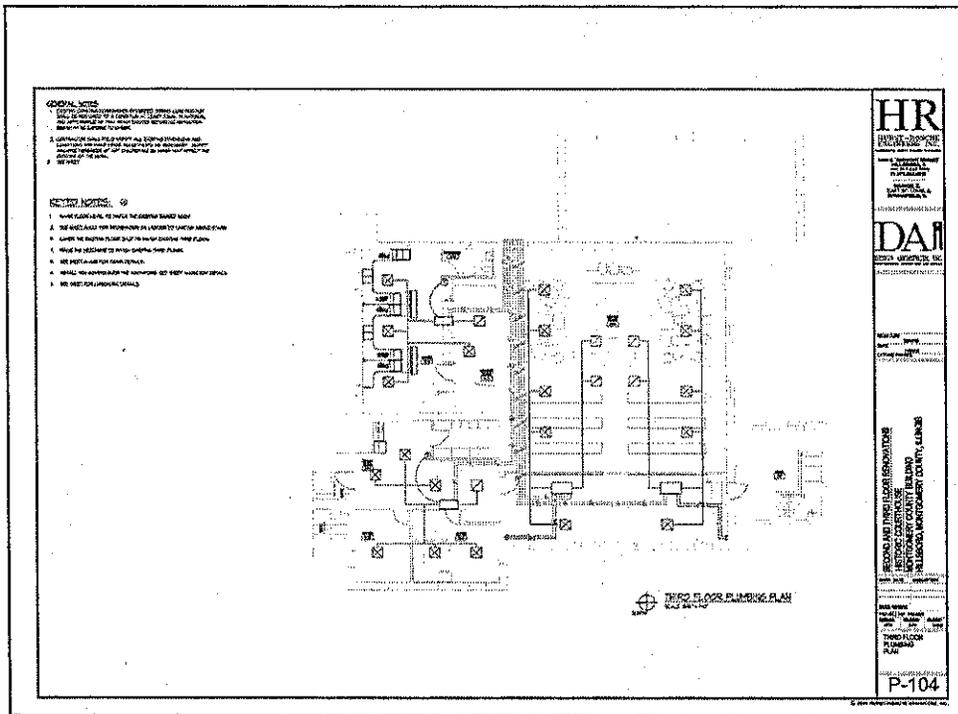
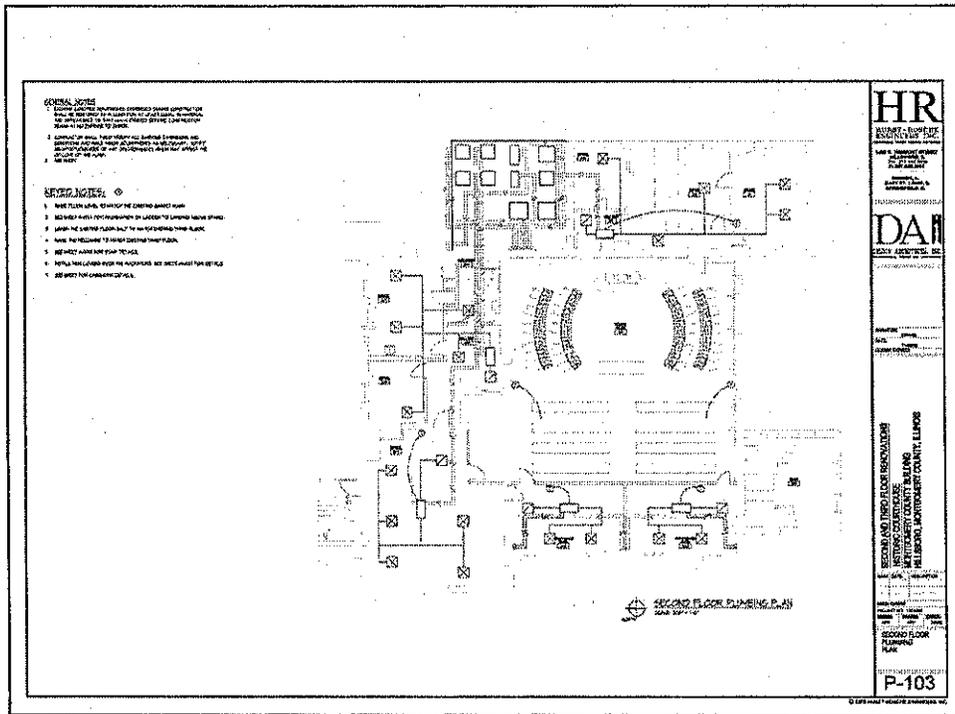




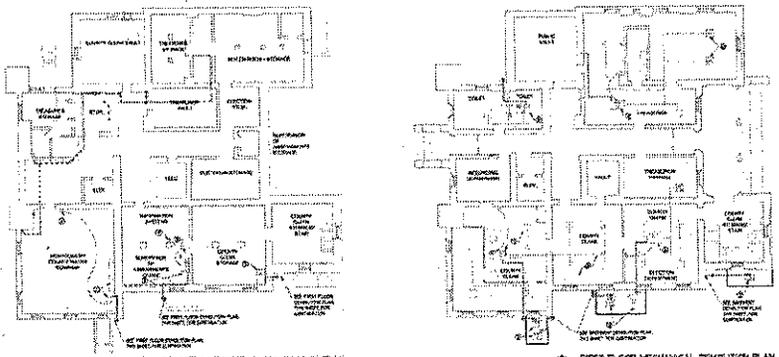
# Plumbing Drawings







# Mechanical Drawings



BASEMENT MECHANICAL DEVISION PLAN  
SCALE: 1/8" = 1'-0"

FIRST FLOOR MECHANICAL DEVISION PLAN  
SCALE: 1/8" = 1'-0"

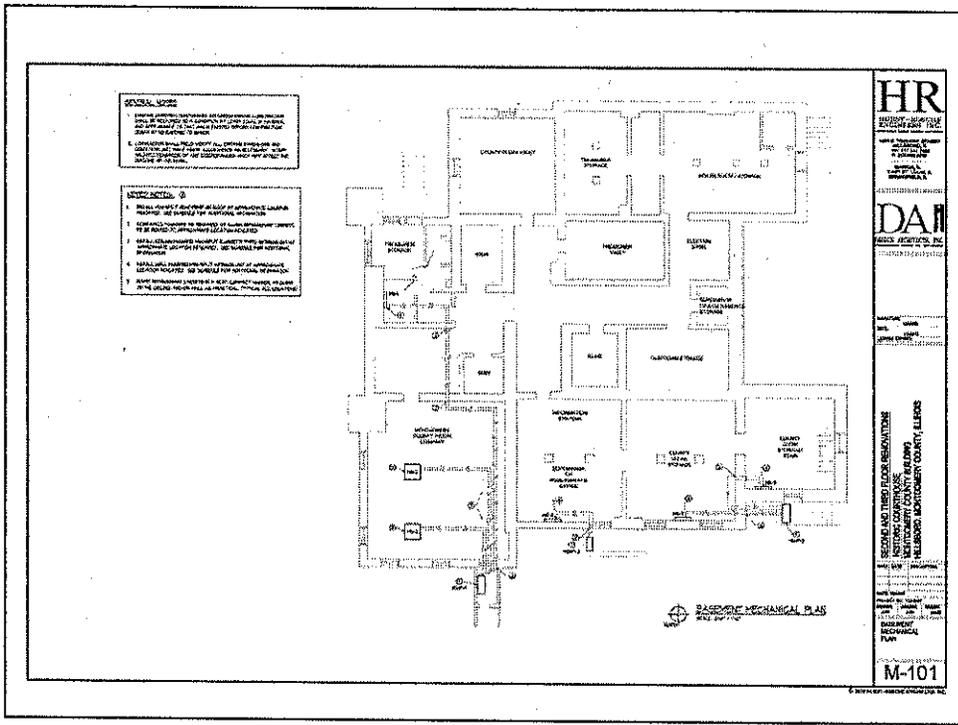
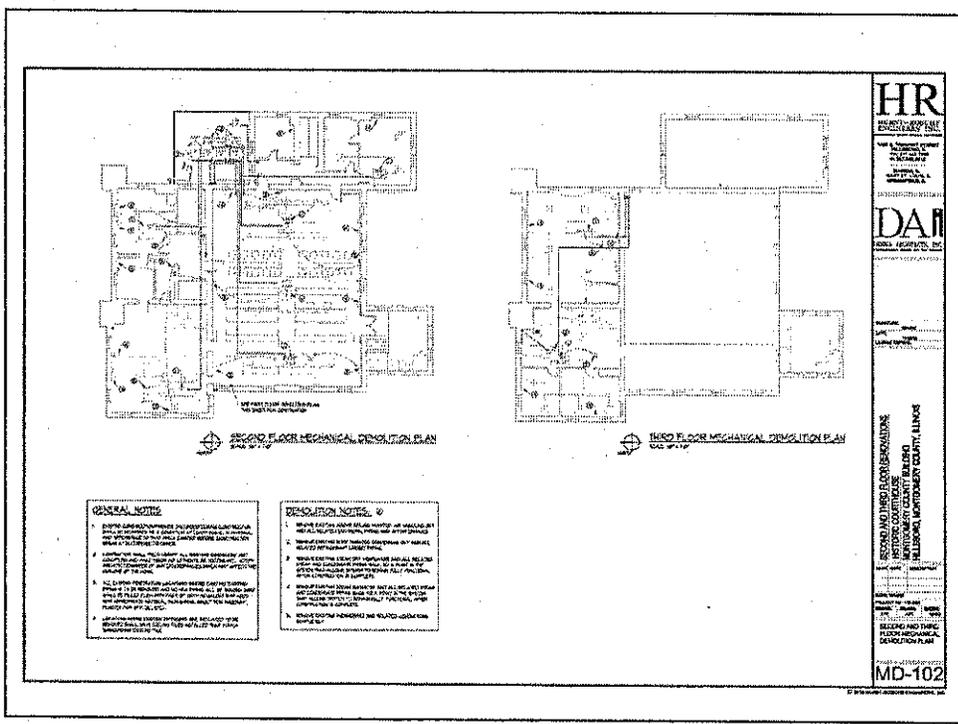
- GENERAL NOTES**
1. GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS AND CONDITIONS OF WORK BEFORE BEGINNING WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
  2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND CONDITIONS OF WORK BEFORE BEGINNING WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
  4. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND CONDITIONS OF WORK BEFORE BEGINNING WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.

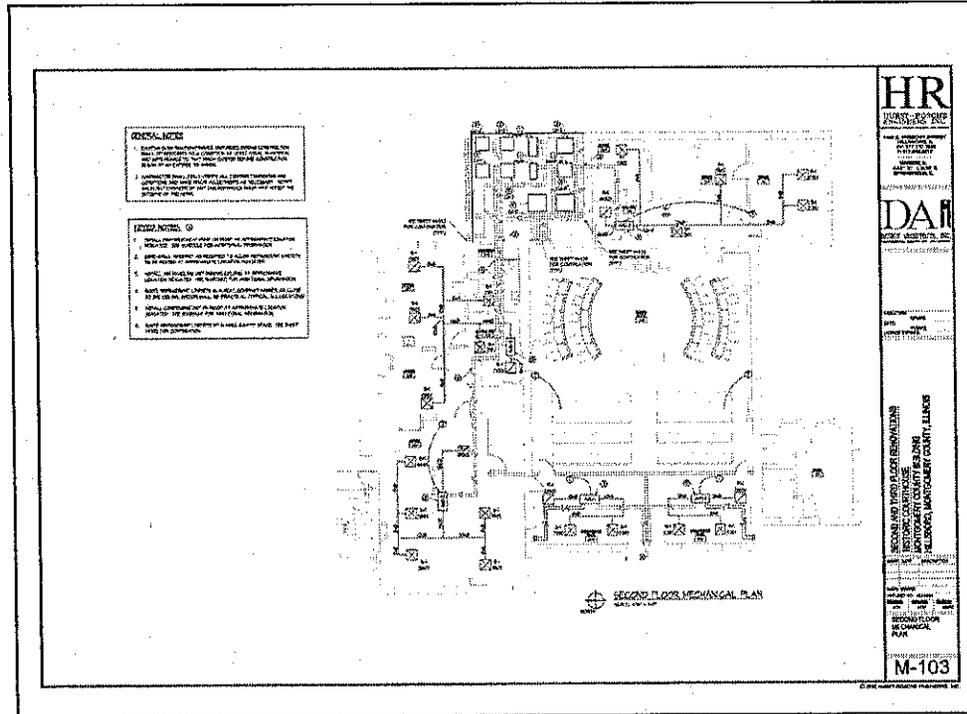
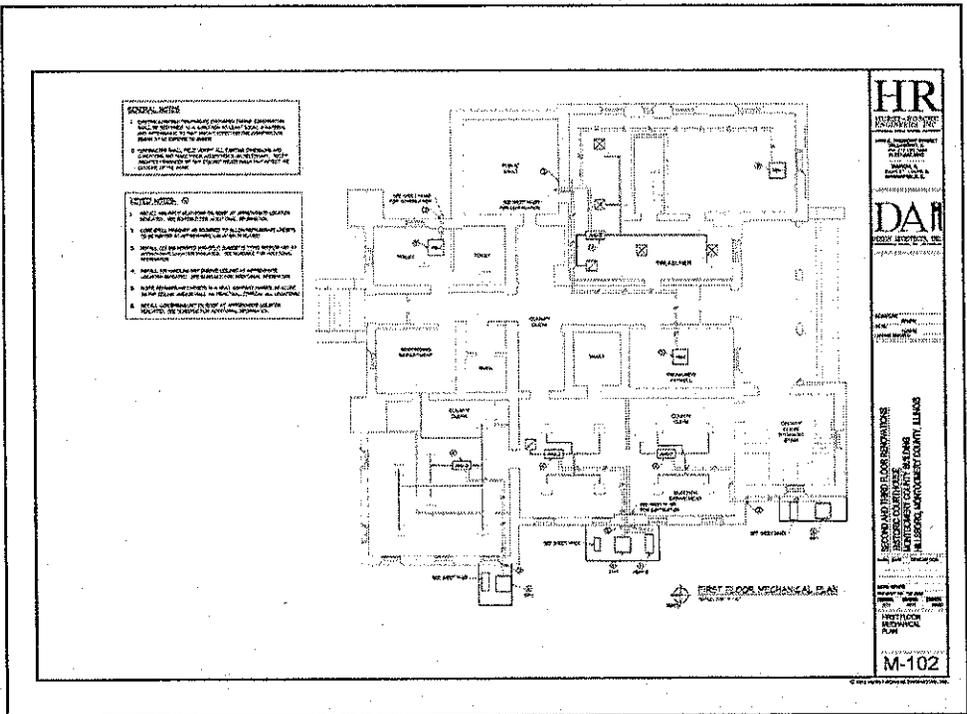
- CONSTRUCTION NOTES**
1. GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS AND CONDITIONS OF WORK BEFORE BEGINNING WORK. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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**HR**  
HARRIS ENGINEERING & ARCHITECTURE, INC.  
MECHANICAL ENGINEERING  
1000 W. BROADWAY, SUITE 1000  
DALLAS, TEXAS 75203  
PHONE: 214.760.1100  
FAX: 214.760.1101  
WWW.HR-ENGINEERING.COM

**DAI**  
DAI ENGINEERING, INC.  
MECHANICAL ENGINEERING  
1000 W. BROADWAY, SUITE 1000  
DALLAS, TEXAS 75203  
PHONE: 214.760.1100  
FAX: 214.760.1101  
WWW.DAI-ENGINEERING.COM

PROJECT: [REDACTED]  
DATE: [REDACTED]  
DRAWING NO.: MD-101







# Electrical Drawings

**FIRST FLOOR ELECTRICAL RENOVATION PLAN**

**SECOND FLOOR ELECTRICAL RENOVATION PLAN**

**GENERAL NOTES**

1. EXISTING WORK SHALL BE PROTECTED AND NOT TO BE REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).

**CONSTRUCTION NOTES**

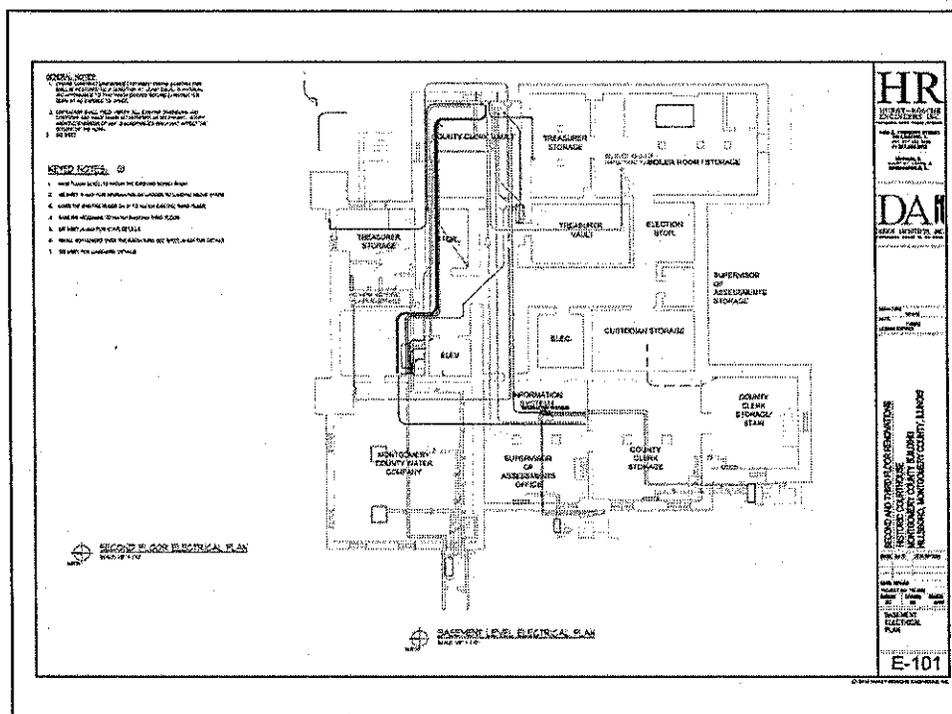
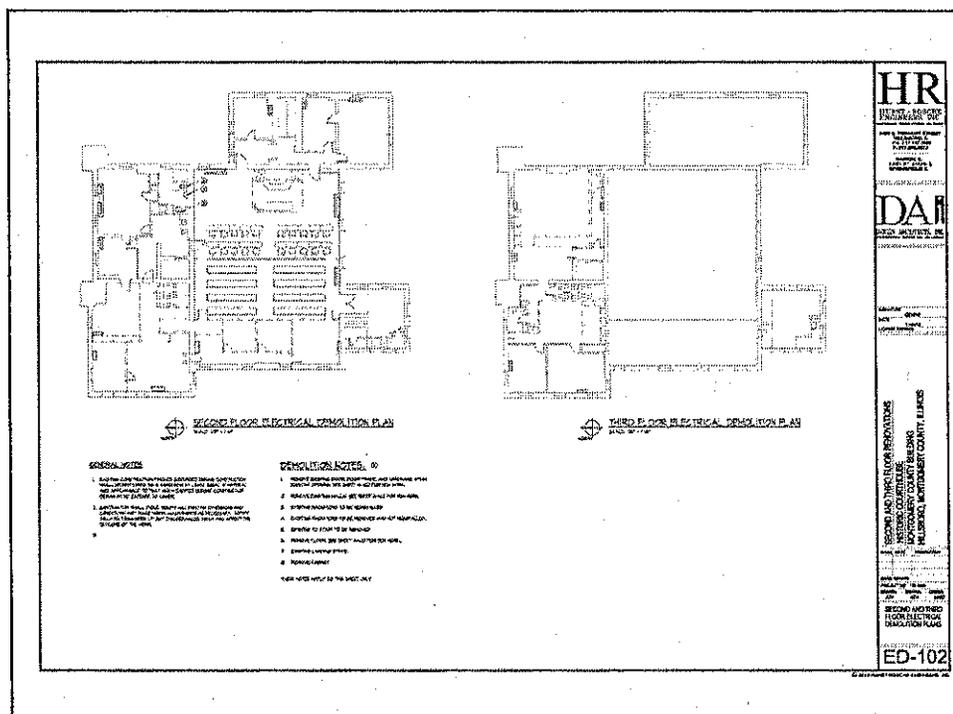
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE NATIONAL ELECTRICAL CODE (NEC).
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SEE OTHER SHEETS FOR DETAILS.

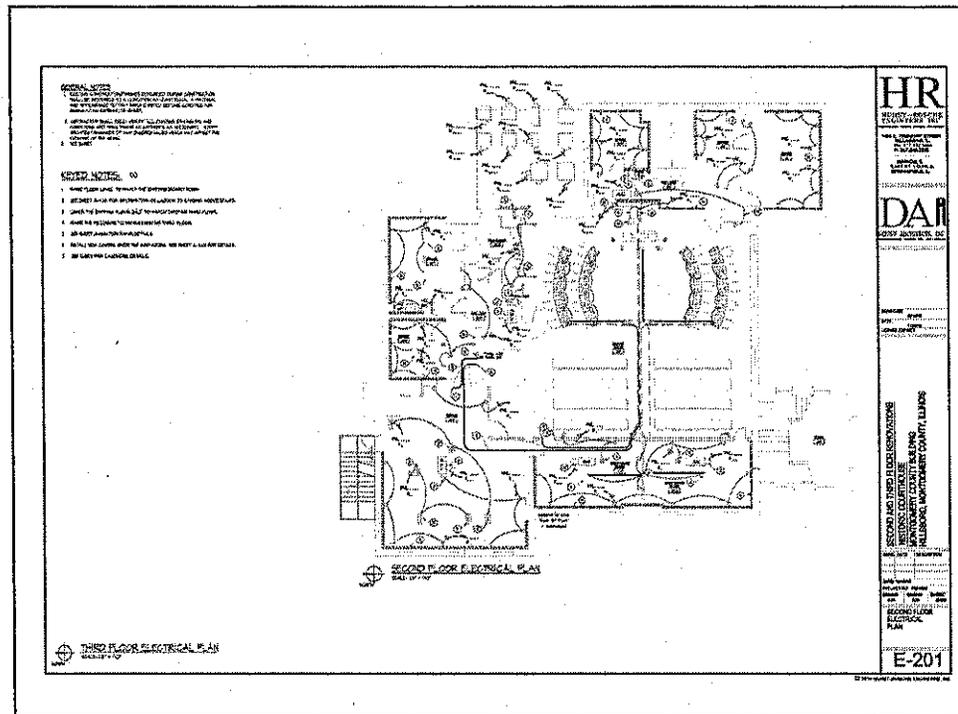
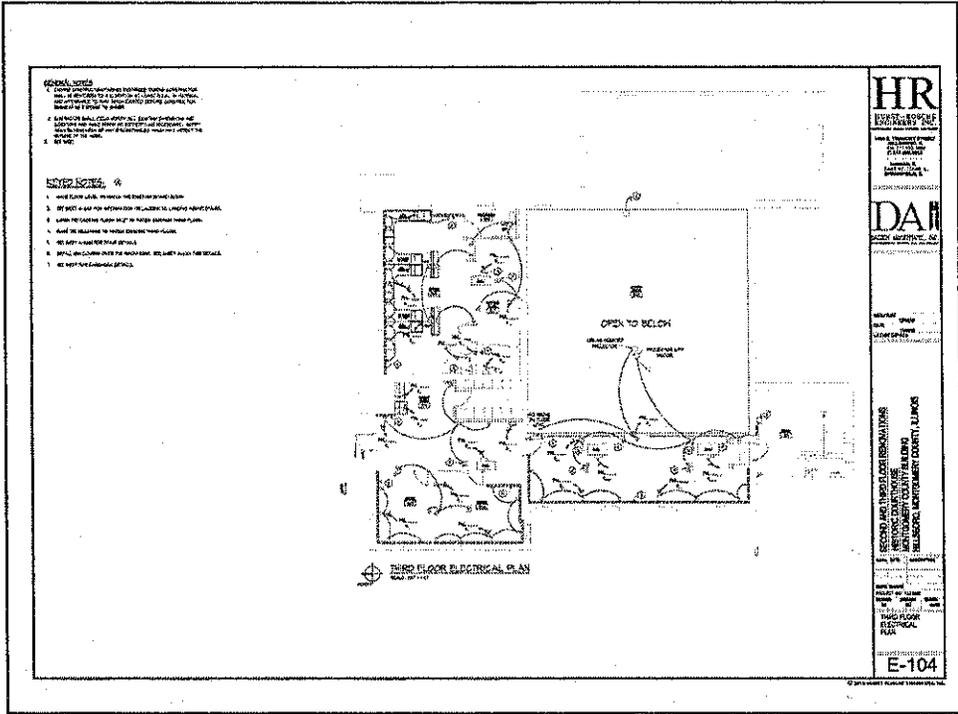
**HR**

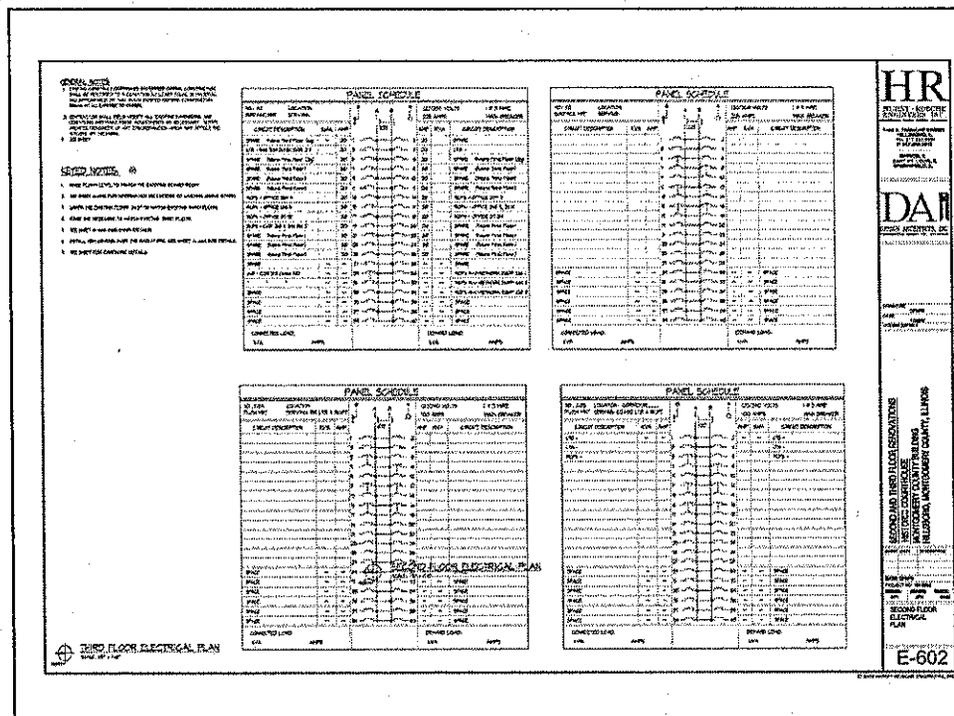
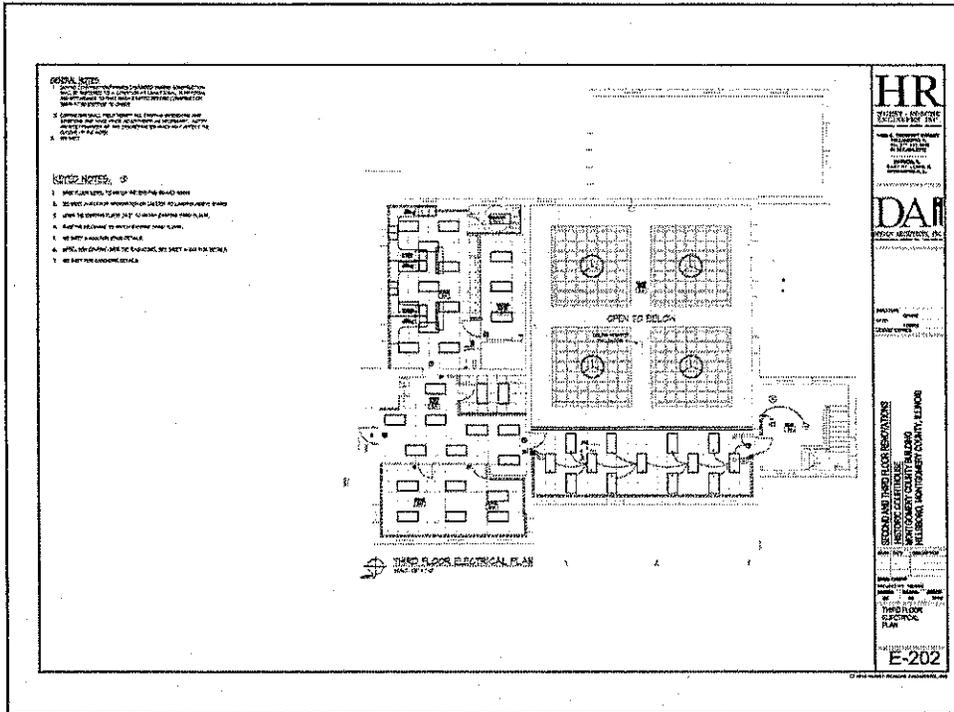
**DAI**

**ED-101**

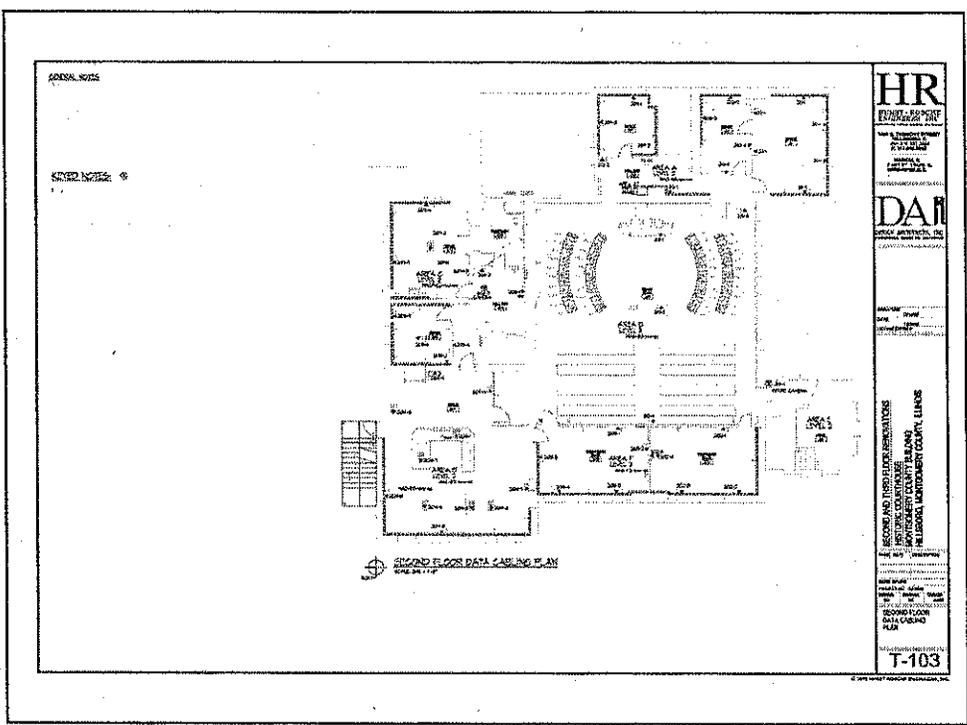


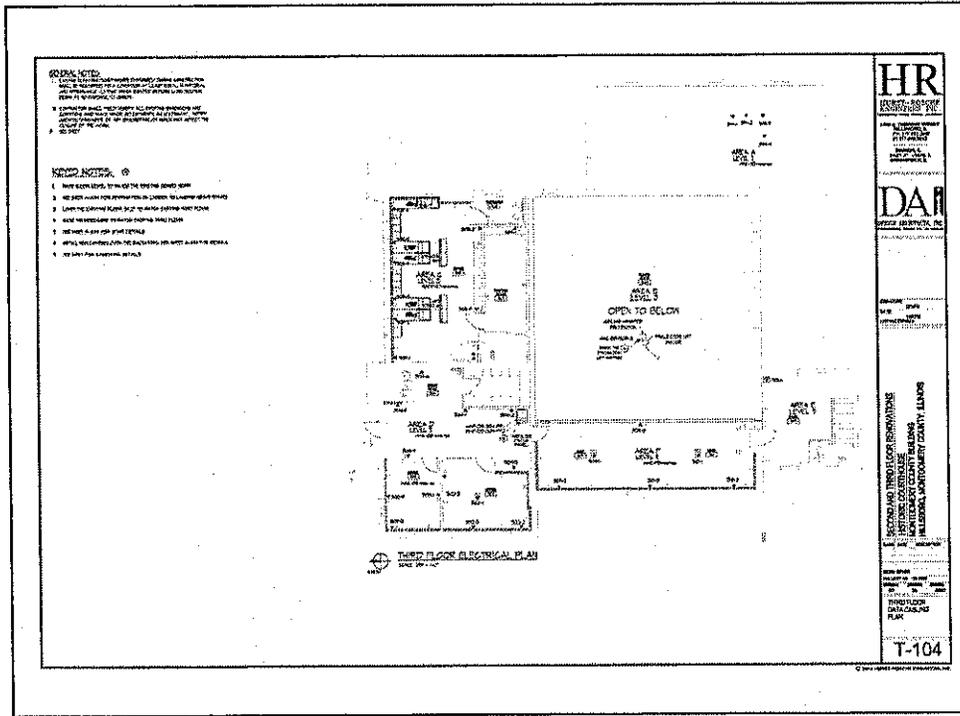






# Audio/Visual





# Project Budget

## Summary of Probable Cost

<input type="checkbox"/> Asbestos	\$40,000
<input type="checkbox"/> Structural	\$93,000
<input type="checkbox"/> Architectural	\$655,814
<input type="checkbox"/> Fire Protection	\$15,000
<input type="checkbox"/> Plumbing	\$37,000
<input type="checkbox"/> Mechanical	\$170,000
<input type="checkbox"/> Electrical	\$140,000
<input type="checkbox"/> Audio/Visual	\$60,000
<input type="checkbox"/> Subtotal	\$1,210,814

## Summary of Probable Cost (Continued)

<input type="checkbox"/> Subtotal <small>(from previous slide)</small>	\$1,210,814
<input type="checkbox"/> Exterior Stair	(\$75,000)
<input type="checkbox"/> Audio/Visual Reductions	(\$50,000)
<input type="checkbox"/> Adjusted Subtotal	\$1,085,814

## Summary of Probable Cost (Continued)

<input type="checkbox"/> Adjusted Subtotal <small>(from previous slide)</small>	\$1,085,814
<input type="checkbox"/> 10% Contingency	\$108,581
<input type="checkbox"/> Design Fees	\$140,000
<input type="checkbox"/> Total Cost	\$1,334,395
<input type="checkbox"/> Energy Grant	(\$143,000)
<input type="checkbox"/> Elevator Grant	(\$100,000)

Hurst-Rosche Engineers

1400 E. Tremont St.  
Hillsboro, Illinois 62049

Ordinance No. 2010-41

**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**

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 1<sup>st</sup>, 1990, and supplemented and amended June 1<sup>st</sup>, 1991, September 17<sup>th</sup>, 1992, June 15<sup>th</sup>, 1993, March 27<sup>th</sup>, 1996, March 24, 2003, June 27<sup>th</sup>, 2005 and May 1<sup>st</sup>, 2006 and April 21<sup>st</sup>, 2009 and;

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

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

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

**SECTION I:** That the Cities of Nokomis and Witt and the Villages of Coalton, Irving and Raymond be added as new units of government in the Montgomery County Enterprise Zone as included in the attached EXHIBITS A through J, which is attached hereto and made a part hereof by reference.

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

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

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

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

PASSED AND ADOPTED This 14<sup>th</sup> day of Dec, 2010.

Ayes: 21  
Nays: 0  
Present: 21  
Absent: 0

APPROVED This 14<sup>th</sup> day of Dec, 2010.

Michael Plunkett  
Board Chairman: Michael Plunkett

ATTEST:  
Sandy Leitheiser  
County Clerk: Sandy Leitheiser

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

This Amendment to the County Enterprise Zone Ordinance and the Enterprise Zone Intergovernmental Agreement, which is dated the 14th day of December 2010, is made among the County of Montgomery, Illinois; and the Cities of Coffeen, Hillsboro, Litchfield, Nokomis and Witt, Illinois; and the Villages of Coalton, Irving, Nokomis, Raymond and Schram City, Illinois.

SECTION I: Amendments;

Add Units of Government: That the County Enterprise Zone Ordinance shall be, and is, hereby amended to add the Municipalities of Coalton, Irving, Nokomis, Raymond and Witt as a Unit of Government to the Montgomery County Enterprise Zone. Said territory is described in the attached EXHIBITS A through J, which is attached hereto and made a part hereof by reference.

Add Territory: That the County Enterprise Zone Ordinance shall be, and is, hereby amended to add territory to the Montgomery County Enterprise Zone. Said real estate is described in the attached EXHIBITS A through J, which are attached hereto and made a part hereof by reference.

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

COUNTY OF MONTGOMERY, ILLINIOS:

Attest:

By Mike Plunkett, County Board Chairman

Sandy Leitheiser, County Clerk

Date: 12/14/10

CITY OF HILLSBORO, ILLINOIS

Attest:

By William Baran, Mayor

David Booher, City Clerk

Date: 1-11-11

CITY OF LITCHFIELD, ILLINOIS

Attest:

By Thomas Jones, Mayor

Denise Lueker, City Clerk

Date: 4/13/11

VILLAGE OF SCHRAM CITY, ILLINOIS

Attest:

By Bernard Groves, Mayor

Janet K. Stewart, Village Clerk

Date: 12/16/10

VILLAGE OF TAYLOR SPRINGS, IL

Attest:

By Carl Hallers  
Carl Hallers, Mayor

Cindy Laurent Date: 12-7-10  
Village Clerk, Cindy Laurent

CITY OF COFFEEN, ILLINOIS

Attest:

By Dale Nowlan  
Dale Nowlan, Mayor

Carolyn Cooper Date: Dec 6, 2010  
City Clerk, Carolyn Cooper

CITY OF NOKOMIS, ILLINOIS

By Keith Hancock  
Keith Hancock, Mayor

Pam Burdzilaukas Date: Jan 10, 2011  
City Clerk Pam Burdzilaukas

CITY OF WITT, ILLINOIS

By Lenny G. Homa  
Lenny G. Homa, Mayor

Angela Lynch Date: 1/25/11  
City Clerk, Angela Lynch

VILLAGE OF RAYMOND

By Dennis Held  
Dennis Held, Mayor

Yvonne Martin Date: 12-20-10  
Village Clerk, Yvonne Martin

VILLAGE OF COALTON

By Rick Cearlock  
Rick Cearlock, Mayor

Kay Cook Date: 12-8-10  
Village Clerk, Kay Cook

VILLAGE OF IRVING

By Kyle E. Schmedeke  
Kyle Schmedeke, Mayor

Marilyn Taylor Date: 12/09/10  
Village Clerk, Marilyn Taylor

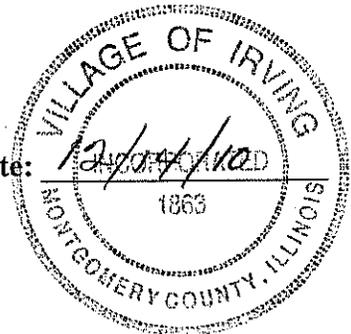


Exhibit A

Ri. Road

Rt 48

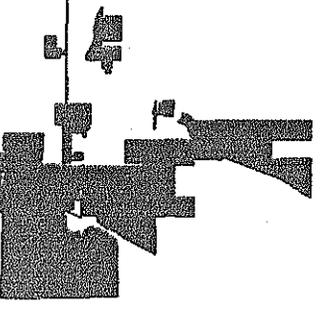
I-55

3' Strip to Raymond

3' Strip

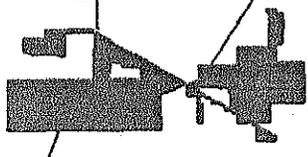
to Abbeville

Litchfield



Rt. 16

Hillsboro



Irving

Rt. 16

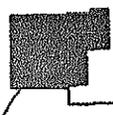
With

Coalton

Nokomis

Rt 185

Coffeen



Ameren

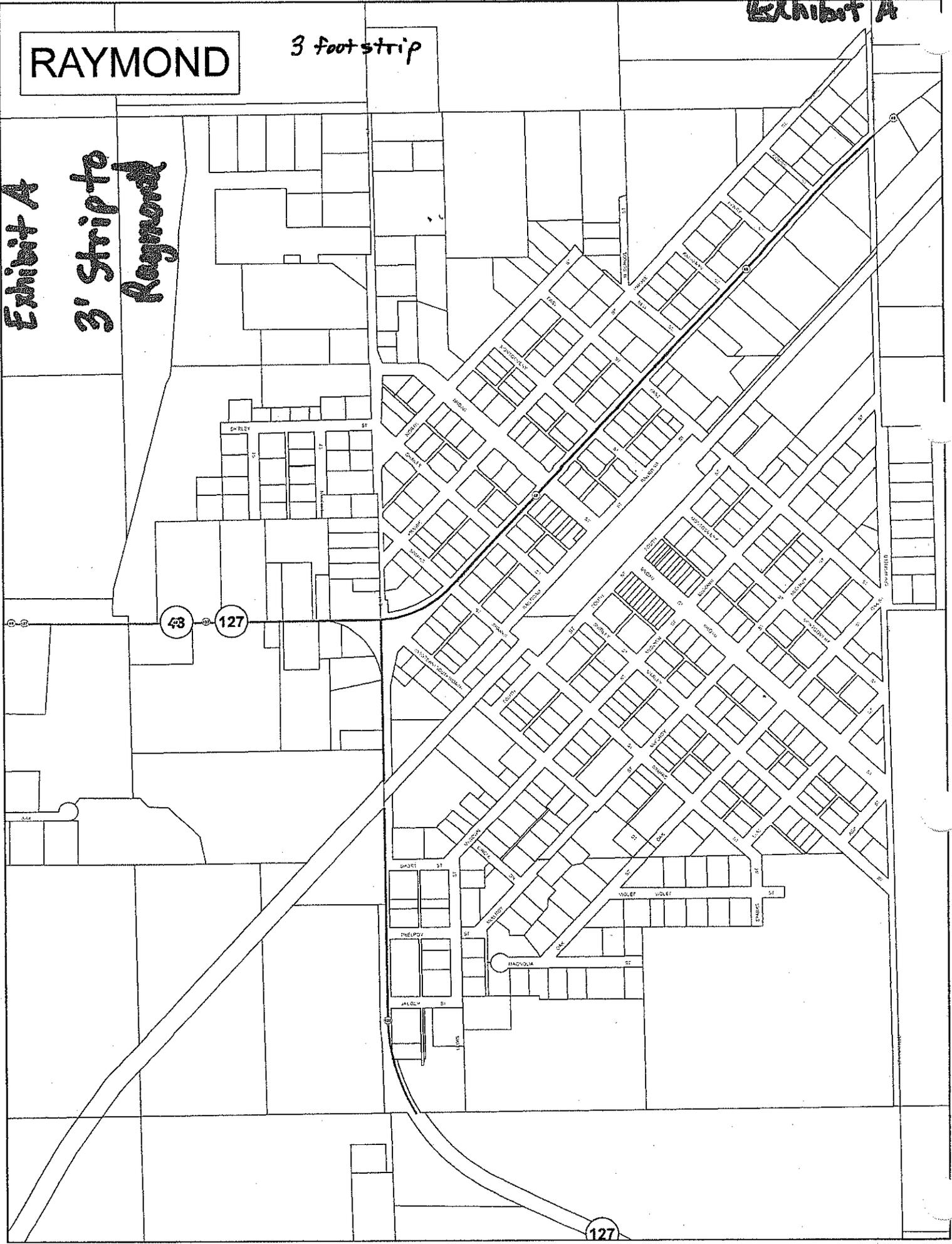
ENTERPRISE ZONE

Exhibit A

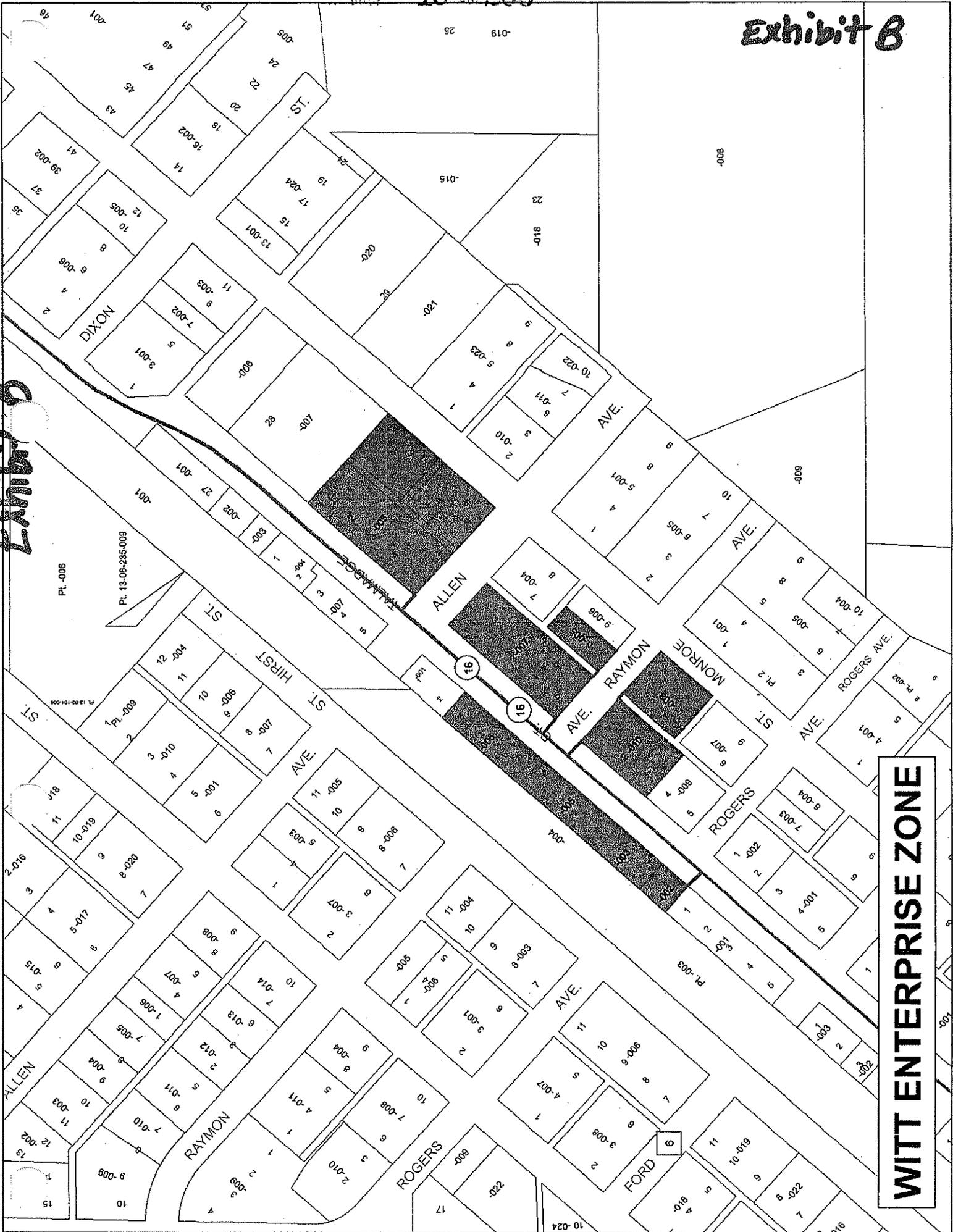
RAYMOND

3 foot strip

Exhibit A  
3' Strips  
Raymond



Labels



WITT ENTERPRISE ZONE

COALTON

Exhibit C

Rt. 16

RD. 2000 N.

STATE

AVE.

Rt. 16

WASHINGTON

AVE.

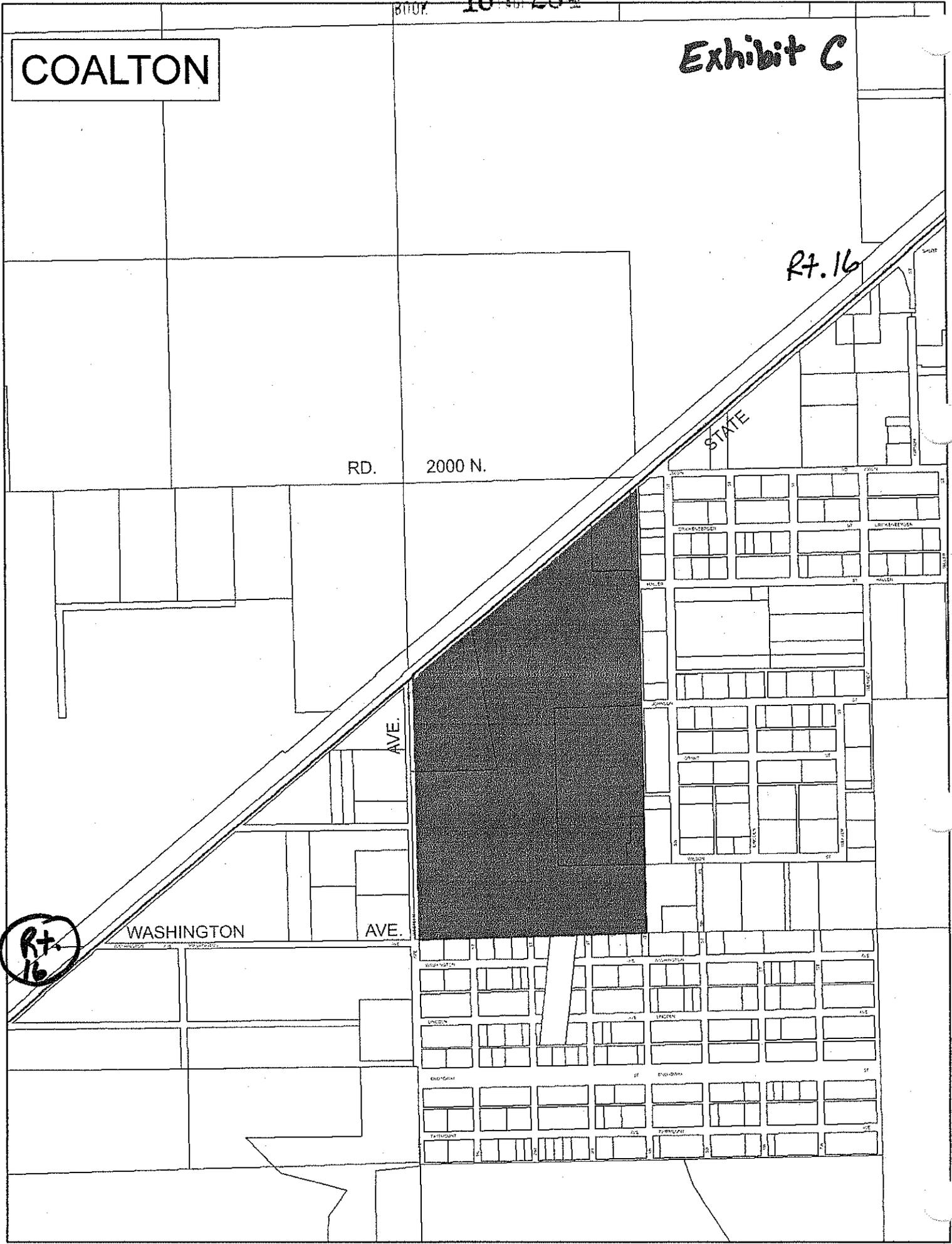
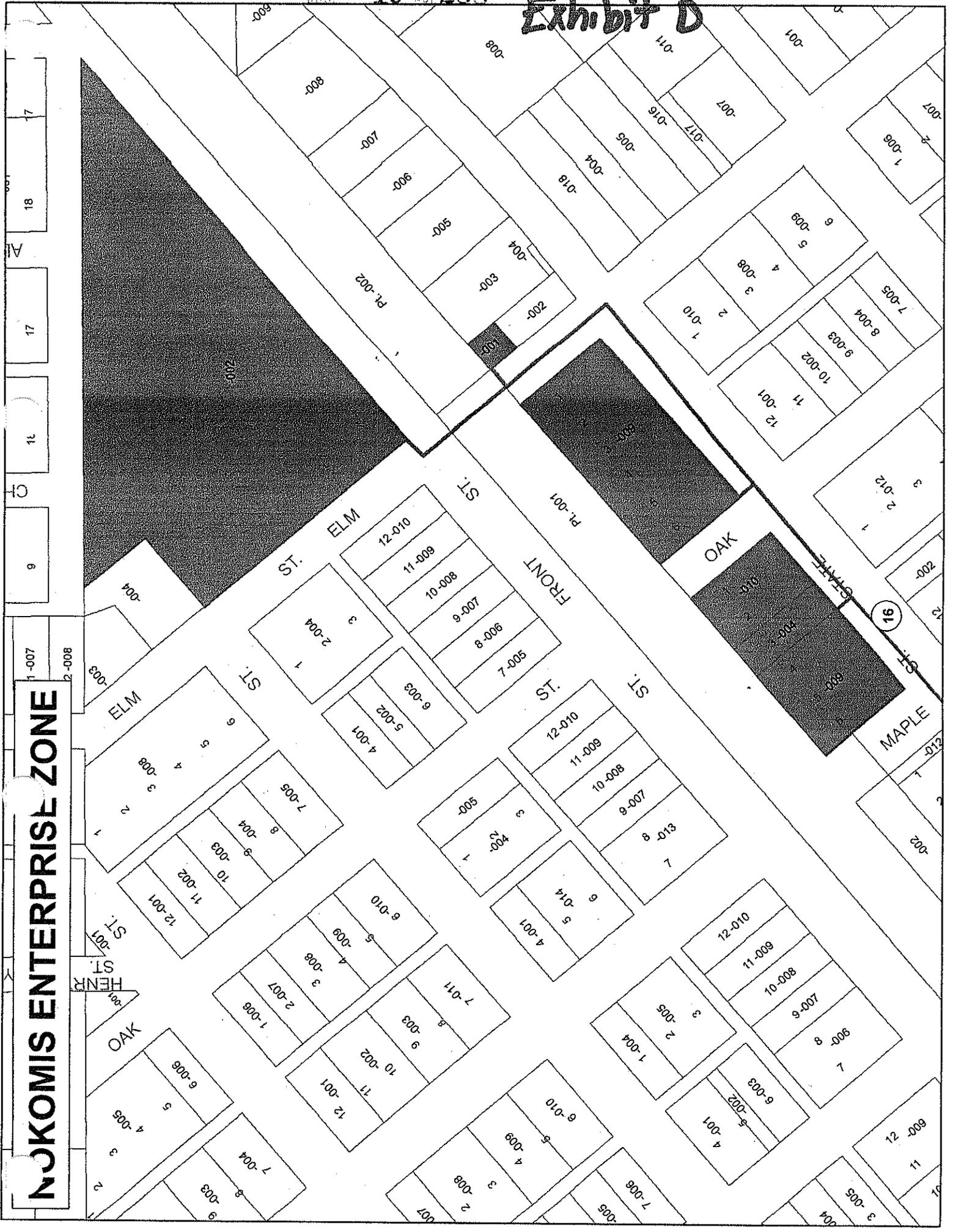
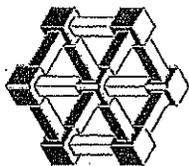


Exhibit D

**NOKOMIS ENTERPRISE ZONE**







# McDonough-Whitlow, P.C.

*Consulting Engineers & Land Surveyors*

**EXHIBIT F**

**Three Foot Wide Strip Schram City to Nokomis**

Part of Township 8 North, Range 3 West, part of Township 9 North, Range 3 West, part of Township 9 North, Range 2 West and part of Township 10 North, Range 2 West all of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of Illinois Route 16 (School Street) and Illinois Route 16 (22<sup>nd</sup> Street) in the North Half of Section 7 in Township 8 North, Range 3 West in Schram City; thence generally northeasterly on the centerline of said Illinois Route 16 through Schram City, and continuing through the Village of Irving, and continuing through the City of Witt, and continuing through the Village of Coalton and continuing through the City of Nokomis to a point 1.50 feet northeasterly of the intersection with the centerline of Elm Street in the Original Town, now City of Nokomis and the end of said three foot wide strip.

AND

**Three Foot Wide Strip Litchfield to Raymond**

Part of Township 9 North, Range 5 West, part of Township 10 North, Range 5 West and part of Township 10 North, Range 4 West, all of the Third Principal Meridian, Montgomery County, Illinois and more particularly described as follows:

A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of Interstate 55 (F.A.I. 55) with the centerline of Illinois Route 16; thence generally northerly on said centerline of Interstate 55 to the point of intersection with the centerline of Illinois Route 48; thence generally easterly on said centerline of Illinois Route 48 to the point of intersection with the easterly line of Section 7 in Township 10 North, Range 4 West and the end of said three foot wide strip.

Also, another three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 127 with the centerline of Illinois Route 48 near the northwest corner of the Northeast Quarter of Section 18 in Township 10 North, Range 4 West; thence generally southerly on said centerline of Illinois Route 127 to the point of intersection with the southerly line of the said Northeast Quarter of Section 18 and the end of said additional three foot wide strip.

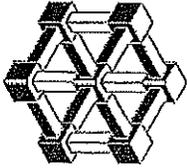


(License Expires: 11/30/12)

*Tony Hard*  
 Illinois Professional Land Surveyor

*January 27, 2011*  
 Date

Montgomery County Enterprise Zone  
 Exhibit F  
 January 27, 2011



# McDonough-Whitlow, P.C.

*Consulting Engineers & Land Surveyors*

## EXHIBIT G

### Witt Tract 1

A part of Township 9 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the southeasterly extension of the northeasterly line of Lot 1 of Block 3 of the Original Town of Witt; thence northwesterly on said southeasterly extension of the northeasterly line of said Lot 1 of Block 3 to the southeasterly corner of said Lot 1 of Block 3 and the end of said three foot wide strip.

Also included as a part of this tract are the vacated portion of Olive Street, now known as Rogers Avenue, as described in Miscellaneous Book 67 on Page 165 of the Montgomery County Recorder's Office; that vacated portion of Walnut Street, now known as Raymon Avenue, described in Miscellaneous Book 45 on Page 535; Lots 1 through 5 of Block 4 of the Original Town of Witt and Lots 3, 4 and 5 of Block 5 of said Original Town of Witt.

AND

### Witt Tract 2

A part of Township 9 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the northwesterly extension of the northeasterly line of Block 9 of the Original Town of Witt; thence southeasterly on said northwesterly extension of the northeasterly line of said Block 9 and the northeasterly line of said Block 9 to the northeasterly corner of Lot 7 of said Block 9 and the end of said three foot wide strip.

Also included as a part of this tract are Lots 1, 2, 3, 7 and 8 of said Block 9 of the Original Town of Witt.

AND

### Witt Tract 3

A part of Township 9 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the northwesterly extension of the southwesterly line of Block 8 of the Original Town of Witt; thence southeasterly on said northwesterly extension of the southwesterly line of Block 8 and the southwesterly line of said Block 8 to the northwesterly corner of Lot 6 of said Block 8 and the end of said three foot wide strip.

Also included as a part of this tract are Lots 1 through 6 of said Block 8 of the Original Town of Witt.

AND

Montgomery County Enterprise Zone

Exhibit G

January 27, 2011

Witt Tract 4

A part of Township 9 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

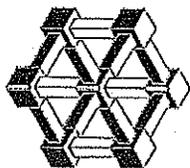
A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the northwesterly extension of the southwesterly line of Block 7 of the Original Town of Witt; thence southeasterly on said northwesterly extension of the southwesterly line of Block 7 to the northwesterly corner of Lot 6 of said Block 7 and the end of said three foot wide strip.

Also included as a part of this tract is all of Block 7, including the alleys, in the Original Town of Witt.



(License Expires: 11/30/12)

Tony Hard January 27, 2011  
Illinois Professional Land Surveyor Date



# McDonough-Whitlow, P.C.

*Consulting Engineers & Land Surveyors*

**EXHIBIT H**

**COALTON PARCEL DESCRIPTION**

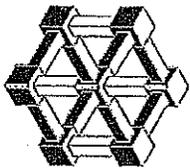
That part of the West Half of the Northwest Quarter of Section 27, Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois lying southerly of the centerline of Illinois State Route 16, except that portion of the above described parcel currently being used or taken for public road right of way for Illinois Route 16, except the east 3 feet of said public road right of way, which is included in the parcel being described herein. Also excepting that portion of the above described parcel being used or taken for public road right of way for Western Avenue, along the west side of the above described parcel.



(License Expires: 11/30/12)

Tony Hard January 27, 2011  
 Illinois Professional Land Surveyor Date

Montgomery County Enterprise Zone  
 Exhibit H  
 January 27, 2011



# McDonough-Whitlow, P.C.

*Consulting Engineers & Land Surveyors*

## EXHIBIT I

### Nokomis Tract 1

A part of Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:  
 A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the southeasterly extension of the southwesterly line of Lot 3 of Block 27 of the Original Town, now City of Nokomis; thence northwesterly on said southeasterly extension of the southwesterly line of Lot 3 to the southwesterly corner of said Lot 3 and the end of said three foot wide strip.  
 Also a part of this tract is all of Lots 1 through 6 of said Block 27 of the Original Town, now City of Nokomis.

AND

### Nokomis Tract 2

A part of Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:  
 A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the southeasterly extension of the southwesterly line of Lot 6 of Block 28 of the Original Town, now City of Nokomis; thence northwesterly on said southeasterly extension of the southwesterly line of Lot 6 to the southwesterly corner of said Lot 6 and the end of said three foot wide strip.  
 Also a part of this tract is all of Lots 1 through 6 of said Block 28 of the Original Town, now City of Nokomis.

AND

### Nokomis Tract 3

A part of Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:  
 A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the centerline of Elm Street in the Original Town, now City of Nokomis; thence northwesterly on said centerline of Elm Street to the point of intersection with the southwesterly extension of the southeasterly line of the parcel described in Deed Record Book 224 on Page 515 of the Montgomery County Recorder's Office, being a parcel in Block 67 of P.C. Huggins and Trustees of J. R. Stanford's Addition and Outlots to the Original Town, now City of Nokomis; thence northeasterly on said southwesterly extension of the southeasterly line of the parcel described in Deed Record Book 224 on Page 515 to the southwesterly corner of said parcel and the end of said three foot wide strip.  
 Also a part of this tract is all of said parcel described in Deed Record Book 224 on Page 515.

AND

Montgomery County Enterprise Zone  
 Exhibit I  
 December 27, 2010

Nokomis Tract 4

A part of Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

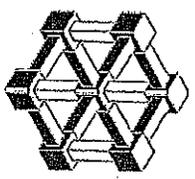
A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Elm Street in the Original Town, now City of Nokomis with the southwesterly extension of the northwesterly line of Block 68 of P.C. Huggins and Trustees of J.R. Standford's Addition and Outlots to the Town, now City of Nokomis; thence northeasterly on said southwesterly extension of the northwesterly line of said Block 68 to the northwesterly corner of said Block 68 and the end of said three foot wide strip.

Also a part of this tract is the northwesterly 50 feet of the southwesterly 50 feet of said Block 68.



(license Expires: 11/30/12)

Tony Hard January 27, 2011  
Illinois Professional Land Surveyor Date



# McDonough-Whitlow, P.C.

Consulting Engineers & Land Surveyors

## EXHIBIT J

### Ronk Electric

A part of Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows:

A three foot wide strip, the centerline of which is described as follows: Beginning at the point of intersection of the centerline of Illinois Route 16 with the northerly extension of the easterly line of the parcel described in the Dedication of Right of Way for Public Road Purposes recorded in Record Book 607 on Page 41 of the Recorder's Office of Montgomery County; thence southerly on said northerly extension of the easterly line of said Dedication to the northeasterly corner of said Dedication and the end of said three foot wide strip.

Also included as a part of this tract is all of that parcel described in Deed Book 244 on Page 331, except the above described Dedication recorded in Record Book 607 on Page 41, being generally a portion of Block 59 in P.C. Huggins and Trustees of J.R. Stanford's Addition and Outlots to the Town, now City of Nokomis.



(License Expires: 11/30/12)

Tony Hard January 27, 2011  
Illinois Professional Land Surveyor Date

Montgomery County Enterprise Zone  
Exhibit J  
January 27, 2011

**TO SET FEES FOR DRUG COURT**

**Whereas**, the "Counties Code Act" pursuant to Chapter 55, Paragraph 5/5-1101 of the Illinois Compiled Statutes provides for additional fees to finance the court system; and

**Whereas**, Section 5-1101(f) provides that in each county in which a drug court has been created, the county may adopt a mandatory fee of up to \$5. Assessments collected by the clerk of the circuit court pursuant to this statutory subsection must be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect fees established in this subsection and remit the fees to the drug court, less 5%, which is retained as fee income to the office of the clerk of the circuit court;

**Now Therefore Be It Resolved**, that pursuant to the Illinois Compiled Statutes 55 ILCS 5/5-1101(f), the County Board of Montgomery County, Illinois resolves to require the clerk of the circuit court, to charge and collect a mandatory fee of \$5 to be assessed as provided in the subsection below. Assessments collected by the clerk of the circuit court pursuant to this statutory subsection shall be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect fees established in this subsection and remit the fees to the drug court, less 5%, which is retained as fee income to the office of the clerk of the circuit court. The fee is to be paid and deposited as follows:

1. Each defendant shall pay \$5 on a judgment of guilty or a grant of supervision for a violation of the Illinois Vehicle Code; for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.
2. The clerk of the circuit court shall deposit the 5% retained under this statutory subsection into the Circuit Clerk Operation and Administration Fund to be used to defray the costs of collection and disbursement of the drug court fee.

**Be It Further Resolved**, that these fees shall be effective with those cases filed on or after the date of this Resolution's passage listed below, and;

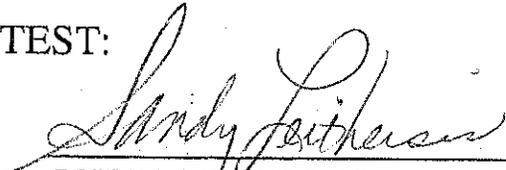
APPROVED and ADOPTED this 14<sup>th</sup> day of December, 2010.



---

CHAIRMAN MIKE PLUNKETT  
MONTGOMERY COUNTY BOARD

ATTEST:



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COUNTY CLERK SANDY LEITHEISER

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**§ 55 ILCS 5/5-1101. Additional fees to finance court system**Citation: **55 ILCS 5/5-1101***55 ILCS 5/5-1101*ILLINOIS COMPILED STATUTES ANNOTATED  
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member of the LexisNexis Group.  
All rights reserved.\*\*\* STATUTES CURRENT THROUGH PUBLIC ACTS 96-1482 OF THE 2010 LEGISLATIVE  
SESSION \*\*\*

\*\*\* ANNOTATIONS CURRENT TO STATE CASES THROUGH NOVEMBER 18, 2010 \*\*\*

CHAPTER 55. COUNTIES  
COUNTIES CODE  
ARTICLE 5. POWERS AND DUTIES OF COUNTY BOARDS  
DIVISION 5-1. IN GENERAL**GO TO THE ILLINOIS STATUTES ARCHIVE DIRECTORY**

55 ILCS 5/5-1101 (2010)

[Prior to 1/1/93 cited as: Ill. Rev. Stat., Ch. 34, para. 5-1101]

§ 55 ILCS 5/5-1101. Additional fees to finance court system

Sec. 5-1101. Additional fees to finance court system. A county board may enact by ordinance or resolution the following fees:

(a) A \$ 5 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for violation of the Illinois Vehicle Code [625 ILCS 5/1-100 et seq.] other than Section 11-501 [625 ILCS 5/11-501] or violations of similar provisions contained in county or municipal ordinances committed in the county, and up to a \$ 30 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for violation of Section 11-501 of the Illinois Vehicle Code [625 ILCS 5/11-501] or a violation of a similar provision contained in county or municipal ordinances committed in the county.

(b) In the case of a county having a population of 1,000,000 or less, a \$ 5 fee to be collected in all civil cases by the clerk of the circuit court.

(c) A fee to be paid by the defendant on a judgment of guilty or a grant of supervision, as follows:

(1) for a felony, \$ 50;

- (2) for a class A misdemeanor, \$ 25;
- (3) for a class B or class C misdemeanor, \$ 15;
- (4) for a petty offense, \$ 10;
- (5) for a business offense, \$ 10.

(d) A \$ 100 fee for the second and subsequent violations of Section 11-501 of the Illinois Vehicle Code [625 ILCS 5/11-501] or violations of similar provisions contained in county or municipal ordinances committed in the county. The proceeds of this fee shall be placed in the county general fund and used to finance education programs related to driving under the influence of alcohol or drugs.

(d-5) A \$ 10 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections [730 ILCS 5/5-9-1] to be placed in the county general fund and used to finance the county mental health court, the county drug court, the Veterans and Servicemembers Court, or any or all of the above.

(e) In each county in which a teen court, peer court, peer jury, youth court, or other youth diversion program has been created, a county may adopt a mandatory fee of up to \$ 5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of a teen court, peer court, peer jury, youth court, or other youth diversion program. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the teen court, peer court, peer jury, youth court, or other youth diversion program monthly, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$ 5 paid by the defendant on a judgment of guilty or grant of supervision for violation of the Illinois Vehicle Code [625 ILCS 5/1 et seq.] or violations of similar provisions contained in county or municipal ordinances committed in the county;

(2) a fee of up to \$ 5 paid by the defendant on a judgment of guilty or grant of supervision under Section 5-9-1 of the Unified Code of Corrections [730 ILCS 5/5-9-1] for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

(f) In each county in which a drug court has been created, the county may adopt a mandatory fee of up to \$ 5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the drug court, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$ 5 paid by the defendant on a judgment of guilty or grant of supervision for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a county or municipal ordinance committed in the county; or

(2) a fee of up to \$ 5 paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections [730 ILCS 5/5-9-1] for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

The clerk of the circuit court shall deposit the 5% retained under this subsection into the Circuit Court Clerk Operation and Administrative Fund to be used to defray the costs of collection and disbursement of the drug court fee.

(f-5) In each county in which a Children's Advocacy Center provides services, the county board may adopt a mandatory fee of between \$ 5 and \$ 30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections [730 ILCS 5/5-9-1] for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense. Assessments shall be collected by the clerk of the circuit court and must be deposited into an account specifically for the operation and administration of the Children's Advocacy Center. The clerk of the circuit court shall collect the fees as provided in this subsection, and must remit the fees to the Children's Advocacy Center.

(g) The proceeds of all fees enacted under this Section must, except as provided in subsections (d), (d-5), (e), and (f), be placed in the county general fund and used to finance the court system in the county, unless the fee is subject to disbursement by the circuit clerk as provided under Section 27.5 of the Clerks of Courts Act [705 ILCS 105/27.5].

**HISTORY:**

Source: P.A. 86-962; 86-1267; 87-670; 87-1075, § 1; 87-1230, § 4; 88-45, § 2-26; 93-892, § 5; 93-992, § 5; 94-862, § 5; 94-980, § 5; 95-103, § 5; 95-331, § 465; 96-328, § 90; 96-924, § 90.

**NOTES:**

## NOTE.

This section was Ill.Rev.Stat., Ch. 34, para. 5-1101.

**EFFECT OF AMENDMENTS.**

The 1992 amendment by P.A. 87-1075, effective January 1, 1993, added the first paragraph of subsection (d), and added "except as provided in subsection (d)" following "all fees enacted under this Section shall" in the second paragraph of subsection (d).

The 1992 amendment by P.A. 87-1230, effective July 1, 1993, substituted "paid by the defendant on a judgment of guilty or a grant of supervision" for the language "added to all fines imposed" each time that language appeared in subsections (a) and (c).

The 1993 amendment by P.A. 88-45, effective July 6, 1993, combined the separate amendments of P.A. 87-1075 and P.A. 87-1230.

The 2004 amendment by P.A. 93-892, effective January 1, 2005, added subsection (e) and the subsection (f) designation; and in subsection (f) substituted "must" for "shall", and inserted "and (e)" and made related changes.

The 2004 amendment by P.A. 93-992, effective January 1, 2005, added subsection (d-5); and in subsection (e) inserted "and (d-5)" and made related changes.

The 2006 amendment by P.A. 94-862, effective June 16, 2006, added "the county drug court, or both" at the end of (d-5) and made related and stylistic changes.

The 2006 amendment by P.A. 94-980, effective June 30, 2006, added (f), redesignated former (f) as (g), and made related changes.

The 2007 amendment by P.A. 95-103, effective August 13, 2007, added (f-5).

The 2007 revisory amendment by P.A. 95-331, effective August 21, 2007, combined earlier multiple amendments to the section and made stylistic changes.

The 2009 revisory amendment by P.A. 96-328, effective August 11, 2009, deleted "under Section 5-9-1 of the Unified Code of Corrections" following "supervision" in the introductory language of (c).

The 2010 amendment by P.A. 96-924, effective June 14, 2010, substituted "the Veterans and Servicemembers Court, or any or all of the above" for "or both" at the end of (d-5).

**LexisNexis 50 State Surveys, Legislation & Regulations**

## 1. Solid Waste Management

Montgomery County Reso/Ord. 10-

FOOD SERVICE SANITATION ORDINANCE

FOR

MONTGOMERY COUNTY HEALTH DEPARTMENT

This Ordinance rescinds the August 9, 2005, Montgomery County Food Service Sanitation Ordinance.

An ordinance defining adequate, approved, authorized representatives, board of health, county board, health authority, ECT. Providing for the sale of only unadulterated, wholesome, properly labeled/branded food, regulating the source of food, establishing sanitation standards for food, food protection, food service personnel, food service operations, food equipment and utensils, sanitary facilities and controls, and other facilities, and retail food stores. Regulating the inspection of food service establishments, retail food stores, taverns, and other such establishments which provide food or drink for the public's consumption. Providing for examination and condemnation of food. Providing for the enforcement of the current Illinois Food Service Sanitation Code and Retail Food Store Sanitation Code of the Illinois Department of Public Health, Division of Food, Drugs and Dairies and any subsequent revisions. Providing for the enforcement of this ordinance and the fixing of penalties.

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

Adopted: 12/14/2010 2010

Effective: 1/1/2011 2010

Approved: *Michael P. ...* 2010  
County Board Chairman

Attest: *Sandy Leithner* 2010  
County Clerk

## Section 1 DEFINITIONS

The following definitions shall apply to the interpretation of the enforcement of this ordinance along with definitions set forth in the current, unabridged, Illinois Department of Public Health, Food Service Sanitation Code, and the Retail Food Store Sanitation Code.

1. ADEQUATE shall mean acceptable to the health authority based on its determination as to conformance with appropriate standards and good health practices.
2. APPROVED shall mean acceptable to the health authority based on its determination as to conformance with appropriate standards and good health practices.
3. AUTHORIZED REPRESENTATIVE shall mean the legally designated health authority of the Montgomery County Health Department and shall include those persons designated by the health authority to enforce the provisions of this ordinance.
4. BOARD OF HEALTH shall mean the Montgomery County, Illinois, Board of Health or its authorized representative(s).
5. HEALTH AUTHORITY shall mean person(s) who have been designated by the Board of Health to administer the affairs of the Montgomery County Health Department.
6. FOOD SERVICE ESTABLISHMENT shall mean any place where food or drink that is intended for individual service and consumption is routinely provided and completely prepared. The term includes any such place, regardless of whether

consumption is in, on, or off premises and regardless of whether there is a charge for the food or drink. The term does not include a private home where food is prepared for individual family consumption.

7. RETAIL FOOD STORE shall mean a grocery store, meat market, poultry market, fish market, fresh fruit and vegetable market, confectionary, nut store, bakery, or any other establishment whether fixed or moveable, where food intended for human consumption off the premises is prepared, handled, transported, sold, or offered for sale, at retail.

## SECTION 2 COMPLIANCE PROVISIONS AND ADOPTION BY REFERENCE:

1. In addition to those provisions set forth in Section 1 through 3, this ordinance shall be interpreted and enforced in accordance with provisions set forth in the unabridged form of the most current State of Illinois, Department of Public Health, Division of Food, Drugs and Dairies, Rules and Regulations titled, "Food Service Sanitation Code" and "Retail Food Store Sanitation Code", and any subsequent revisions.
2. No person holding a permit issued by the Montgomery County Health Department shall in the conduct of the permitted business or upon the permitted premises:
  - a. Violate any Federal law or State statute.
  - b. Violate any city, village, town or county ordinance or resolution regulating the preparation, handling, service, or storage of food items.
  - c. Suffer or permit a violation of any Federal law or law of the State of Illinois, or of any rule of the Montgomery County Health Department.

- d. Suffer or permit a violation of the city, village, town or county ordinance or resolution regulating the preparation, handling, service, or storage of food items.

SECTION 3 ENFORCEMENT PROVISIONS:

1. PERMIT: It shall be unlawful for any person to operate a food service establishment or retail food store within the County of Montgomery, State of Illinois, who does not possess a valid permit issued by the health authority. Only a person who complies with the requirements of this ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person to another person or place or address. A valid permit shall be posted in a conspicuous place in every food service establishment or retail food store. Permits for permanent food service establishments or retail food stores shall be issued on a calendar year basis. Permits expire December 31, each year. Permits for temporary food service establishments shall be issued for a time period not to exceed fourteen (14) days. Temporary permits are not transferable to another person or persons or place or address.

- a. ISSUANCE OF ANNUAL PERMITS: Any person(s) desiring to operate a food service establishment or retail food store or other food or drink establishment as defined or to renew a permit shall make written application for a permit on forms provided by the health authority. Such application shall include: establishment's name and permanent address,

telephone number; establishment mailing address; the applicant's full name, post office address, telephone number, whether applicant is an individual, partner, firm or corporation, insurance carrier, proposed menu, listing of certified food handlers and installation of grease trap as required by the "Illinois Plumbing Code". The names of partners, corporate owners, and residence addresses are also required, together with the responsible partners name and address, type of food service establishment or retail food store, and signature of the applicant(s).

Upon receipt of such an application, the health authority shall make an inspection of the food service establishment or retail food store to determine compliance with the provisions of this ordinance. When inspection reveals that the applicable requirements of this ordinance have been met, a permit shall be issued to the applicant(s) by the health authority.

1) Terms of Permit

The annual permit term shall be January 1 through December 31 of each calendar year. All permits granted hereunder shall expire on December 31 of the year of issuance; except a temporary establishment license shall expire not more than fourteen (14) days after the date of issuance.

- b. ISSUANCE OF TEMPORARY FOOD PERMITS: If the application is for a temporary food service vendor, the applicant shall include dates of the proposed operation, name of organization, name of responsible party, location of event, phone number of responsible party and a proposed menu.

Temporary food service permit applications shall be requested and approved prior to the event. When a temporary permit is not pre-approved and issued in advance, then a \$50 non-compliance fee shall be paid to the local health authority. Food served at temporary food stands shall be limited to those food products defined in the Illinois Food Service Sanitation Code, and/or potentially hazardous foods that require only limited preparation. Foods that require combinations of potentially hazardous foods or complex preparations is restricted and may only be authorized if pre-approved 30 days in advance by the local health authority.

- c. RENEWAL OF PERMITS: Whenever inspections reveal serious or repeated violations of this ordinance and/or the Illinois Food Service Sanitation Code, the permit for renewal will not be issued and the health authority shall notify the applicant immediately thereof. Such notice shall state the reasons for not renewing the permit. Such notice shall also state that an opportunity for a hearing shall be provided for the applicant at a time and place designated by the health authority. Such hearing shall be scheduled not later than ten (10) days from the date of the notice. The notice referred to in this paragraph shall be delivered to the applicant in person by the health authority or may be sent by certified mail, return receipt requested.
- d. SUSPENSION OF PERMITS: Permits may be suspended temporarily by the health authority for failure of the holder of the permit to comply with requirements of this ordinance and/or the Illinois Food Service Sanitation

Code. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of SECTION 3, of this ordinance, the permit holder or operator shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the health authority by the permit holder. Upon suspension of the permit, the permit shall be removed from the establishment by the health authority and returned to the health department. Notwithstanding the other provisions of this ordinance, whenever the health authority finds unsanitary food service establishments or retail food stores which, in its judgment, constitute a substantial hazard to the public health, the health authority without warning, notice or hearing, shall issue a written notice to the permit holder or operator citing such conditions, specifying the time period within which such action shall be taken; and if deemed necessary, such order shall state that the permit is immediately suspended and all food service operations are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition within five (5) days to the health authority shall be afforded a hearing as soon as possible.

- e. REINSTATEMENT OF SUSPENDED PERMIT: Any person whose permit has been suspended may, at any time, make application for a re-inspection for the purpose of reinstatement of the permit. Within ten (10) days following the receipt of a written request, including a statement signed

by the applicant that the conditions causing suspension of the permit have been corrected, the health authority shall make a re-inspection. If the applicant has completed the required corrections, reinstatement of the suspended permit, on a provisional basis, shall be reviewed for consideration by the local health authority. The provisional restriction shall be removed when the facility demonstrates consistent compliance with the requirements of the food code. This ordinance and other food safety stipulations agreed upon by the department and the facility may be reinstated for a minimum of one year.

- f. **REVOCATION OF PERMIT:** For serious or repeated violations of any of the requirements of this ordinance, or for interference with the health authority in the performance of its duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the health authority. Prior to such action, the health authority shall notify the permit holder in writing, stating the reason for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of five (5) days following service of such notice, unless a request for a hearing is filed with the health authority, by the permit holder within such five (5) day period. A permit may be suspended for cause pending its revocation or a hearing relative thereto.
- g. **APPLICATION FOR PERMIT AFTER REVOCATION:** Whenever revocation of a permit is final, the holder of the revoked permit may make

written application for a new permit. Application shall be made on forms provided by the health authority.

- h. HEARING: The hearing provided for in this section shall be conducted by the health authority at a time and place designated by it. Based on the record of such hearing, the health authority shall make a finding and shall sustain, modify, or rescind any official notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder by the health authority.
- i. FOOD HANDLERS CLASS: The Regulatory Authority may order any food handler to immediately attend a food handler training course when, in the judgment of the Regulatory Authority, the work habits of said food handler constitute a hazard to public health. Fees may be charged by the Regulatory Authority to offset the cost of the course.
- j. FEES: Fees shall be charged by the Regulatory Authority for permits to recover a portion of the cost and resources for regulation, education and inspection for the food safety program. Fees for various categories of food service establishments may be established by the joint agreement of the Board of Health and the County Board. Fees shall be collected by the Montgomery County Health Department and deposited into the Health Department Fund. Persons requesting a permit shall pay an annual permit fee as follows:

1. For Profit Organizations

- A. Permanent Food Service Establishments with Annual Permit

1) Category 1 Facilities (High Risk), as defined in the "Food Service Sanitation Code" ..... \$100.00

2) Category 2 Facilities (Medium Risk), as defined in the Food Service Sanitation Code ..... \$75.00

3) Category 3 Facilities (Low Risk), as defined in the Food Service Sanitation Code ..... \$50.00

4) a) Seasonal Food Service Establishments open less than 180 days annually .....\$25.00

b) Temporary food service vendors, mobile units and functions including; homecoming, carnivals, civic gatherings and other gatherings where food will be prepared and served to the public.

1. Issued prior to the day of the event..... \$10.00

2. Issued day of the event (Non-Compliance Fee) \$50.00

2. Not-For-Profit Organizations

A) Food Service Establishments operated by religious, voluntary, or not-for profit community service organizations operating 24 or more times per calendar year ..... no fee

B) Day care centers, schools ..... no fee

C) Temporary food service functions in direct association with religious, voluntary or non-profit community service organizations when there is a charge for food. \$10.00

3. Late Application Fees

All permitted food establishments or retail food stores who fail to renew the annual food permit prior to January 30<sup>th</sup> shall be assessed an additional late fee of:

- a) High risk category (1) late fee ..... \$75.00
- b) Medium risk category (2) late fee ..... \$50.00
- c) Low risk category (3) late fee..... \$25.00
- d) Seasonal open 180 days annually, late fee..... \$25.00
- e) Temporary food service vendors who fail to submit an application for a temporary food permit within three working days prior to the scheduled event shall be assessed a non-compliance fee.. \$50.00

4. Invalid and Revoked Permit Fees

- a) Establishments conducting food service operations not within the acceptable limits of the permit category assigned by the local health authority in accordance with the Illinois Food Service Sanitation Code, are therefore operating without a valid permit. Therefore, the applicant shall make appropriate changes to operate within the assigned permit category, and are subject to the following fine .....\$200.00
- b) If a permit is revoked by the health authority due to but not limited to the following issues: non-compliance with terms or conditions of

the permit, an imminent health risk issue, food-borne illness, repeated critical violations or other critical issues, Or if the facility is requesting a change in permit status; then a new permit application shall be completed and accompanied by the renewal fee for the status change.

- c) Temporary establishments, special events, organizations, and/or persons serving food to the public without first obtaining a temporary food permit from the local health authority shall be subject to a \$25 fee for each day of operation.

5. Terms of Permit and Fees

The annual permit term shall be January 1 through December 31 of each calendar year. All permits granted hereunder shall expire on December 31 of the year issuance; except

- a) temporary permits, which are valid for no longer than fourteen (14) days.
- b) and seasonal permits that shall expire 180 days after issuance.

2. INSPECTION OF FOOD ESTABLISHMENTS AND RETAIL FOOD STORES:

The health authority shall inspect each food service establishment and retail food store located in the County of Montgomery, State of Illinois, and shall make as many additional inspections and re-inspections as are necessary for the enforcement

of this ordinance. The frequency of inspections shall be determined by the Local Health Protection Grant Rules (77 ILL. Adm. Code 615.310).

- a. ACCESS TO ESTABLISHMENTS: The health authority, after proper identification, shall be permitted to enter, at any reasonable time, any food service establishment, retail food store or tavern within the County of Montgomery, State of Illinois, for the purpose of making inspections to determine compliance with this ordinance. The inspector shall be permitted to examine the records of the establishment or store to obtain pertinent information pertaining to food and supplies purchased, received or used, and persons employed.
- b. INSPECTION RECORDS: Whenever the health authority makes an inspection of a food service establishment or retail food store, he shall record his findings on an inspection report form provided for this purpose and shall furnish a copy of such inspection report to the permit holder or operator.
- c. ISSUANCE OF NOTICE: When the health authority makes an inspection of a food service establishment or retail food store, and discovers that any of the requirements of SECTION 2 or SECTION 3 of this ordinance have been violated, it shall notify the permit holder or operator of such violations by means of an inspection form or other written notice. In such notification, the health authority shall:
  - 1) Set forth the specific violation(s) found.

- 2) Establish a specific and reasonable period of time for the correction of the violation(s) found.
- 3) State that failure to comply with any notice issued in accordance with the provisions of this ordinance may result in immediate suspension of the permit.
- 4) State that an opportunity for appeal from any notice or inspection findings will be provided if a written request for a hearing is filed with the health authority within the period of time established in the notice of correction.

d. SERVICE OF NOTICE: Notice provided for under this section shall be deemed to have been properly served when a copy of the inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent certified mail, return receipt requested. A copy of such notice shall be filed with the records of the health authority.

3. EXAMINATION AND CONDEMNATION OF FOOD: Food may be examined or sampled by the health authority as often as may be necessary to determine freedom from adulteration or misbranding. The health authority may, upon written notice to the permit holder or person in charge, place a hold order on any food when he determines, or has probable cause to believe to be unwholesome, or otherwise adulterated or misbranded. Under a hold order, food shall be permitted to be suitably stored. It shall be unlawful for any person to remove or alter a hold order notice tag placed on food by the health authority, and neither the containers

thereof shall be relabeled, repacked, reprocessed, altered, disposed of, or destroyed without permission of the health authority, except on order by a court of competent jurisdiction. After the permit holder or person in charge has had a hearing as provided for in SECTION 3, Subsection 1 (g), and on the basis of evidence produced at such hearing, or on the basis of its examination in the event a written request for a hearing is not received, within ten (10) days, the health authority may vacate the hold order, direct the permit holder or person in charge, of the food which was placed under the hold order, to denature or destroy such food or bring it into compliance with the provisions of this ordinance, provided that such order of the health authority to denature or destroy such food or bring it into compliance with the provisions of this ordinance shall be stayed if the order is appealed to a court of competent jurisdiction within three (3) days.

4. **FOOD SERVICE ESTABLISHMENTS OR RETAIL FOOD STORES OUTSIDE JURISDICTION OF THE HEALTH AUTHORITY:** Food from food service establishments or retail food stores outside the jurisdiction of the health authority of the County of Montgomery, State of Illinois, may be sold within said County, if such food service establishment or retail food store conforms to the provisions of this ordinance or to substantially equivalent provisions. To determine the extent of compliance with such provisions, the health authority may accept reports from responsible authorities in other jurisdictions where such food service establishments or retail food stores are located.
5. **PLAN REVIEW OF FUTURE CONSTRUCTION & RE-OPENING EXISTING FACILITIES:** When a food service establishment or retail food store is hereafter

constructed or extensively remodeled, or when an existing structure is converted for use as a food service establishment or retail food store, properly prepared plans and specifications for such construction, remodeling, or alterations, showing layout, arrangement, and construction materials of work areas, and the location, size, and type of fixed equipment and facilities, shall be submitted to the health authority for approval before such work begins and shall receive a preoperational inspection.

When a facility has closed for more than 30 days because of ownership transfer or other reasons, then a pre-opening inspection, plumbing inspection by the state plumbing inspector shall be conducted. Any violations documented by these inspections shall be corrected to bring the facility into compliance with the "Illinois Food Service Sanitation Code".

6. PROCEDURE WHEN INFECTION IS SUSPECTED: When the health authority has reasonable cause to suspect the possibility of disease transmission from any food service establishment or retail food store employee, the health authority shall secure a morbidity history of the suspected employee, or make such other investigations as may be indicated, and take appropriate action. The health authority may require any or all of the following:
  - a. The immediate exclusion of the employee(s) from all food service establishments or retail food stores.
  - b. The immediate closure of the food service establishment or retail food store concerned until, in the opinion of the health authority, no further danger of disease outbreaks or infection exists.

- c. Restriction of the employee's services to some area of the establishment or store where there would be no danger of transmitting disease.
- d. Adequate medical and laboratory examination of employee(s), of other employees, and of his, her or their bodily discharges for evidence of being free of said disease or infection(s). This includes (but not limited to): stool specimens, urine samples and blood work. Employee(s) must obtain clearance from their physician before being allowed to return to work in a food handling, preparation or customer service area of the establishment. A physician's written statement shall state the employee is free of disease or infection and allowed to return to work in the food handling, preparation or service area of the establishment.

7. ENFORCEMENT INTERPRETATION – FOOD SERVICE ESTABLISHMENTS:

This ordinance shall be enforced by the health authority in accordance with the current Illinois Department of Public Health, Food Service Sanitation Code, as amended.

8. ENFORCEMENT INTERPRETATION – RETAIL FOOD STORES: This

ordinance shall be enforced by the health authority in accordance with the current Illinois Department of Public Health, Retail Food Store Sanitation Code, as amended.

9. PENALTIES: Any person who shall violate any of the provisions of this ordinance shall be guilty of a Class B misdemeanor and , upon conviction thereof, shall be punishable by a fine not to exceed \$500.00, or imprisonment of not to exceed six (6) months, as may be deemed necessary. In addition thereto, such persons may be

enjoined from continuing such violations. Each day upon which such a violation occurs shall constitute a separate violation.

10. REPEAL AND DATE OF EFFECT: This ordinance repeals the 1979 Food Service Sanitation Ordinance for the Montgomery County Health Department, and shall be in full force and in effect immediately after its adoption and publication as provided by law; and, at that time, all ordinances in conflict with this ordinance are hereby repealed.

11. CONFLICT OF ORDINANCE, EFFECT ON PARTIAL INVALIDITY:

- a. In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or law or code of Montgomery County existing on the effective date of this ordinance, the provision which, in the judgment of the health authority, establishes the higher standard for promotion of the health and safety of the people shall prevail. In any case, where a provision of this ordinance is found to be in conflict with a provision of any other ordinance or code of Montgomery County existing on the effective date of this ordinance which establishes a lower standard for the promotion and protection of the health and safety of the people, the provision of this ordinance shall prevail, and such other ordinance or codes are hereby declared to be repealed to the extent that they may be found in conflict with this ordinance.
- b. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance which

shall remain in full force and effect and, to this end, the provisions of this ordinance are hereby declared to be severable.

## Guidelines for Enforcement of Revised Food Ordinance Effective January 1, 2011

These are guidelines and are subject to change as circumstances warrant. The goal of this change is not to penalize any establishment but to strive for a safe and healthy environment for those individuals doing business in Montgomery County, Illinois. The proposed change to the food ordinance allows the health department to suspend the food permit of any establishment that is not in compliance with all federal, state, and local laws and ordinances. With this in mind, it is not the policy of the Montgomery County Health Department to revoke, suspend, or void a valid food permit for any violation that the Health Department is not directly responsible for enforcement of unless requested to do so by the Montgomery County State's Attorney's office. Currently, the health department is responsible for enforcing the county food and sanitation ordinances and the Smoke-Free Illinois Act.

**Situation 1:** Routine inspection by the health department and a first time violation of the Smoke-Free Illinois Act is noted. It will be noted on the inspection report; a letter will be issued from the health department explaining the violation and possible consequences. This would also trigger a re-inspection to check for compliance. A copy of the letter would be provided to the State's Attorney's office.

**Situation 2:** Routine inspection or re-inspection of the establishment and a second violation of the Smoke-Free Illinois Act is noted. It will be noted on the inspection report and a second letter issued stating the importance of compliance. An inspection will be triggered for the future. A copy of the letter would be provided to the State's Attorney's office.

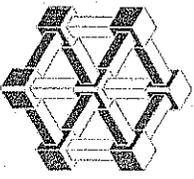
**Situation 3:** Routine inspection or re-inspection of the establishment and a third violation in one year of the Smoke-Free Illinois Act is noted. The inspector will notify the Director of Environmental Health or the Administrator of the Health Department. The Director or Administrator will contact the State's Attorney's office and request to suspend the food permit for this violation. A hearing can then be scheduled by the establishment owner.

**Situation 4:** A complaint is received through the Complaint Hotline at the state level. Letters will be issued and copies will be provided to the State's Attorney's office. This is the current procedure. Follow up will be done as needed.

**Situation 5:** A formal complaint is made locally. Letters will be issued as in situation 4. This will not prompt an inspection of the establishment solely on this complaint.

Other situations will be addressed as they are encountered with direction from the Montgomery County State's Attorney's office. The Montgomery County Health Department may conduct random checks to verify compliance at any time.

Prepared by Hugh Satterlee  
Mont. Co. Health Dept. For  
(217) 532-2001  
Dec 14 2010  
County E  
inc



# McDonough-Whitlow, P.C.

Consulting Engineers & Land Surveyors

## AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

**CLIENT:** Mr. Kevin Smith, P.E.  
Montgomery County Engineer  
Montgomery County Highway Dept.  
1215 Seymour Street  
Hillsboro, IL 62049

**PREPARATION DATE:** November 29, 2010

**PROJECT NO:** M-W #08-049a

**PROJECT NAME/LOCATION:** Montgomery County Bridge Inspections - 2010/2011

### SCOPE/INTENT AND EXTENT OF SERVICES:

Provide routine structural inspections of the County and Township bridges in Montgomery County in accord with FHWA guidelines:

1. Review current bridge files and past inspections of each bridge.
2. Provide a visual inspection of each bridge and take reference photos (digital format) of items of deterioration or concern. Photographs for documentation of the general bridge condition will not be required.
3. Fill in the IDOT form BBS-BIR-2 and submit to IDOT for processing with one copy to the County.
4. Provide CD's of photos organized by structure number to the County for inclusion in the bridge file.

**FEE ARRANGEMENT:** \$225.00 per bridge based on performing inspections on approximately 134 bridges

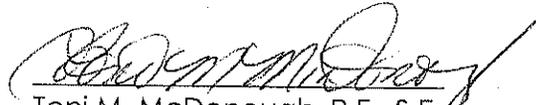
### SPECIAL CONDITIONS:

- ▶ County will provide any bridge information revised since our previous inspections.
- ▶ Work will begin when vegetation conditions allow expedient inspection conditions. We anticipate this will be after the leaves are off the trees and weeds have died down.
- ▶ Inspections will be completed by February 28, 2011 unless an extension is allowed by IDOT.

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

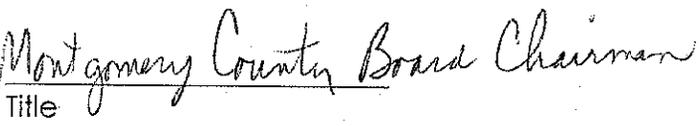
### SUBMITTED BY:

McDONOUGH -WHITLOW, P.C.

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

### ACCEPTED BY:

  
 Signature 12/14/10  
 Date

  
 Montgomery County Board Chairman  
 Title

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

## TERMS AND CONDITIONS

BOOK 10 PAGE 328

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

### ACCESS TO SITE & RELIANCE ON DOCUMENTS:

Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

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

### FEE:

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

STRUCTURAL ENGINEER:	\$103.60
ENGINEER VI:	\$103.60
ENGINEER V:	\$103.60
ENGINEER IV:	\$89.60
ENGINEER III:	\$74.06
ENGINEER II:	\$67.20
ENGINEER I:	\$53.20
LAND SURVEYOR:	\$103.60
SURVEY/FIELD TECH. II:	\$49.00 - \$53.20
SURVEY/FIELD TECH. I:	\$40.60 - \$43.40
TECHNICIAN IV:	\$58.10
TECHNICIAN III:	\$56.70
TECHNICIAN II:	\$46.20
TECHNICIAN I:	\$31.47 - \$40.60
OFFICE ADMINISTRATOR:	\$60.90
CLERICAL I:	\$35.00
EXPERT WITNESS:	\$225.00

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

### REIMBURSABLE EXPENSES:

The ENGINEER shall be reimbursed for the actual expenses incurred for reproduction costs, postage, express deliveries, and handling of drawings, specifications and other documents.

### PROVISIONS CONCERNING PAYMENTS:

Invoicing will be on a monthly basis. Payment is to be made within 30 days of the invoice date. In addition, the ENGINEER may, after giving seven days' written notice to the CLIENT, suspend services under this agreement until the ENGINEER has been paid in full all amounts due for services, expenses, invoice fees, and late charges. In the event of termination of this agreement, not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with reimbursable expenses then due. Should the account be referred to an attorney for collection, CLIENT agrees to pay court costs and reasonable attorney's fees incurred due to collection.

### INDEMNIFICATION:

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Design Professional's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the ENGINEER is legally liable.

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

The ENGINEER is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

### RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to the CLIENT for all and all injuries, claims, losses, expenses, damages, or other expenses arising out of the agreement from any cause or causes, shall not exceed the greater of ten times our fee or \$50,000.00. Such causes include, but are not limited to, the ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### SCHEDULE FOR RENDERING SERVICES:

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

### TERMINATION OF SERVICES:

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

### OWNERSHIP OF DOCUMENTS:

All documents, including those prepared on electronic media, produced by the ENGINEER under this agreement shall be the property of the ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of the ENGINEER.

### USE OF PHOTOS:

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

### APPLICABLE LAWS:

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

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
AMENDED RESOLUTION #2011-01  
 Replaces Resolution #03-08

**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

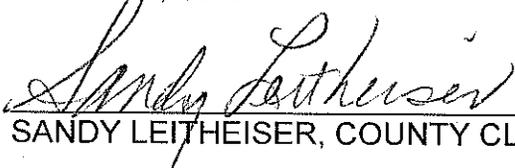
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1055 B-CA N 2 <sup>nd</sup> Avenue	Walshville Road District	50 %	2,596.42
	Montgomery County	50 %	2,596.42
TOTAL =		100 %	\$ 5,192.84

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.

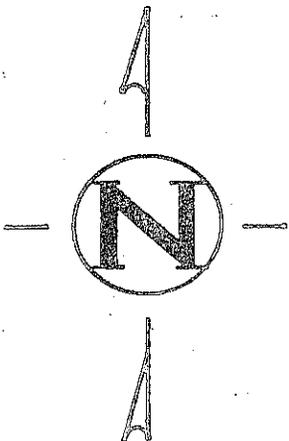
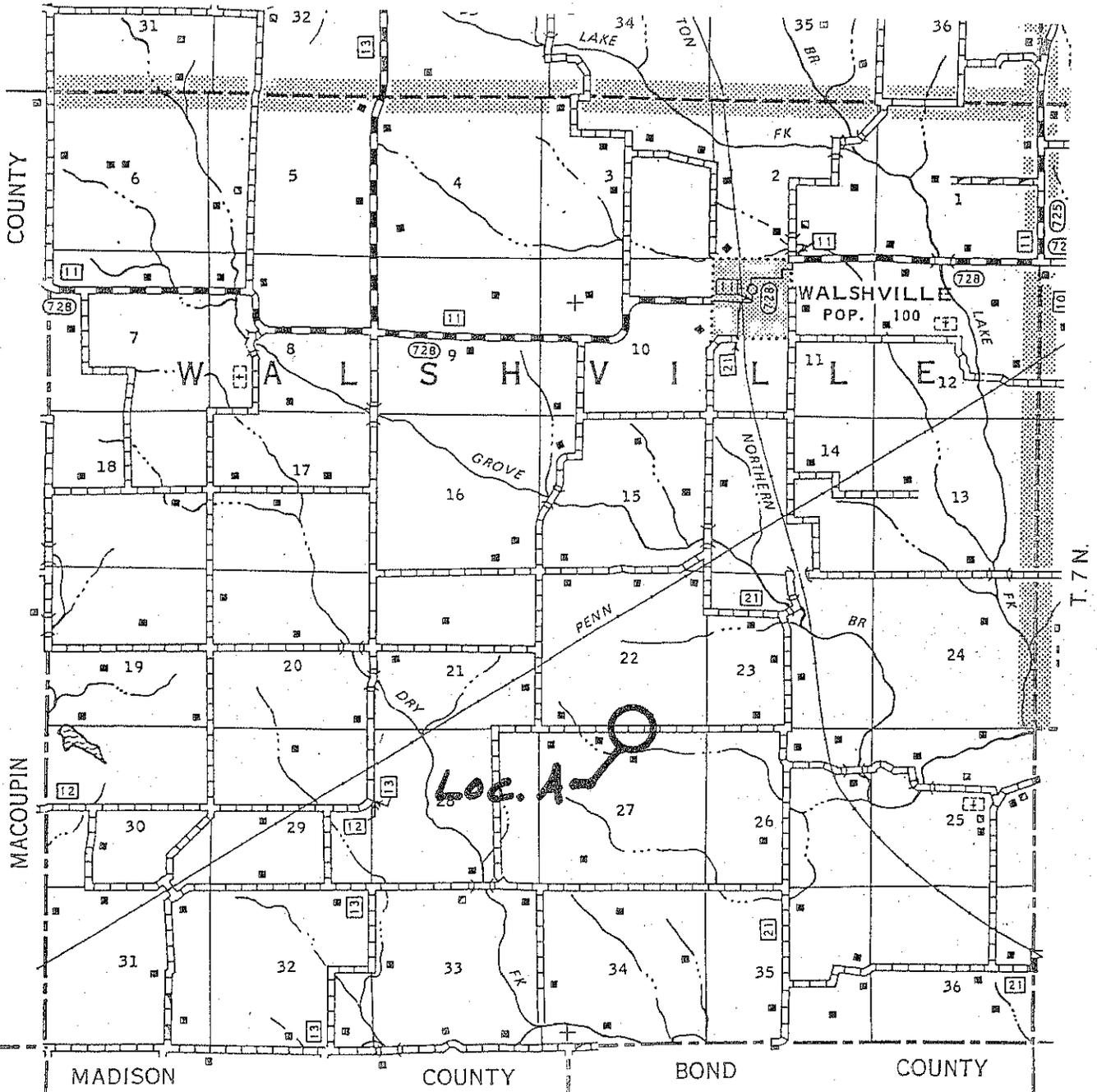
Approved and adopted by the Montgomery County Board this 14th day of December, 2010.

  
 SANDY LEITHEISER, COUNTY CLERK

(SEAL)

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

R. 5 W.



MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2011-02

**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 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

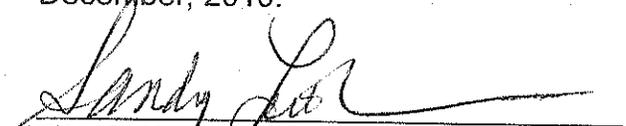
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1087 B-CA N 32 <sup>nd</sup> Avenue	Bois D'Arc Road District	50 %	4,500.00
	Montgomery County	50 %	4,500.00
TOTAL =		100 %	\$ 9,000.00

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 14th day of December, 2010.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2011-03

**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 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

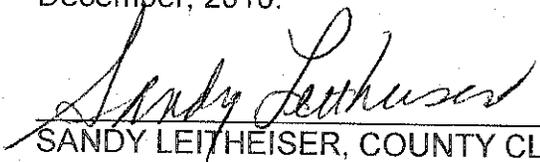
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1088 B-CA E 19 <sup>th</sup> Road	Nokomis Road District	50 %	3,750.00
	Montgomery County	50 %	3,750.00
TOTAL =		100 %	\$ 7,500.00

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 14th day of December, 2010.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2011-04

**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 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
1089 B-CA Morrisonville Avenue	Pitman Road District	50 %	4,000.00
	Montgomery County	50 %	4,000.00
TOTAL =		100 %	\$ 8,000.00

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 14th day of December, 2010.

  
SANDY LEITHEISER, COUNTY CLERK

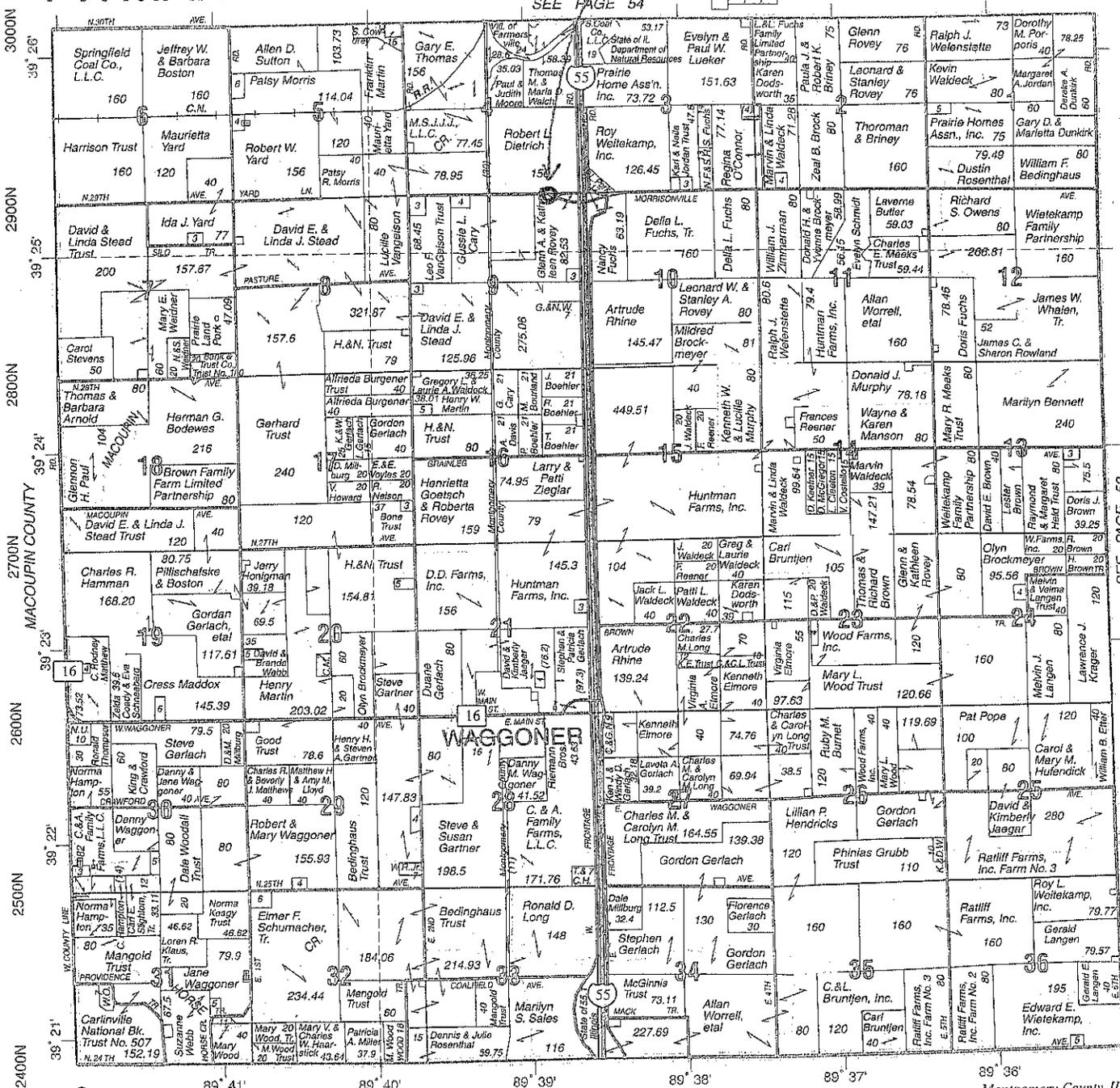
(SEAL)

30' x 50'

PITMAN

SEE PAGE 54

T.11N.-R.5W.



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SEE PAGE 36

Montgomery County, IL

000E 100E 200E 300E 400E 500E 600E



Rural Electric Convenience Cooperative

3973 West State Route 104, Auburn  
800-245-7322 www.recc.coop

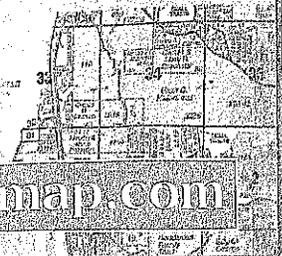
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Municipality Montgomery County	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	Name Hurst-Rosche Engineers, Inc.
Township Hillsboro			Address 1400 East Tremont Street
County Montgomery			City Hillsboro
Section 10-08113-00-BR			State Illinois

THIS AGREEMENT is made and entered into this 14 day of December, 2010 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 Washboard Trail (T.R. 142) over Brush Creek

Route T.R. 142 Length 0.11 Mi. 600 FT (Structure No. 068-3217 )

Termini From approximately 300 ft. South of the bridge to 300 ft north.

Description:  
Complete design and specifications for total bridge replacement

**Agreement Provisions**

**The Engineer Agrees,**

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

Note: Four copies to be submitted to the Regional Engineer

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

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

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

- c.  \* will be invoiced hourly with a NTE \$ 44,892  
In accordance with the attached 2011 Fee Schedule

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ 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.

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

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**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.

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

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

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

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

ATTEST:

By Sandy Leitheiser

Sandy Leitheiser, County Clerk  
(Seal)

By Michael L. Plunkett

Title Michael L. Plunkett, County Board Chairman

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

Hillsboro, IL 62049

ATTEST:

By Donna J. Yeske

Donna J. Yeske  
Title Asst. Corporate Secretary

By Thomas G. Baker

Title Thomas G. Baker, PE, President

<b>Approved</b>
_____ Date
Department of Transportation
_____ Regional Engineer

Fee Schedule  
**Hurst-Rosche Engineers, Inc.**  
 Effective January 1, 2011

CLASSIFICATION	HOURLY RATE*
Engineer IV	138.00
Engineer III	111.00
Engineer II	93.00
Engineer I	71.00
Architect IV	127.00
Architect III	99.00
Architect II	75.00
Architect I	64.00
Land Surveyor IV	117.00
Land Surveyor III	87.00
Land Surveyor II	68.00
Land Surveyor I	40.00
Engineering Technician VI	105.00
Engineering Technician V	87.00
Engineering Technician IV	79.00
Engineering Technician III	64.00
Engineering Technician II	62.00
Engineering Technician I	48.00
CADD Technician IV	72.00
CADD Technician III	54.00
CADD Technician II	49.00
CADD Technician I	40.00
Clerical	44.00
Certified Welding Inspector	78.00

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

**Drilling Fee Schedule**  
**Hurst-Rosche Engineers, Inc.**  
 Effective January 1, 2011

ITEM	<u>UNIT</u>	<u>UNIT PRICE</u>
1) Mobilization (Within 70 Miles of Hillsboro, Illinois)	Lump Sum	\$ 400.00
2) Auger Borings		
a. (0 ft-50 ft)	Lineal Foot	12.00
b. (51ft-75 ft)	Lineal Foot	14.00
c. (76ft-100 ft)	Lineal Foot	16.00
3) Split-Spoon Sampling		
a. (0 ft-50 ft)	Lineal Foot	20.00
b. (51ft-75 ft)	Lineal Foot	22.00
c. (76ft-100 ft)	Lineal Foot	24.00
4) Continuous Tube Sampling		
a. (0 ft-50 ft)	Lineal Foot	20.00
b. (51ft-75 ft)	Lineal Foot	22.00
c. (76ft-100 ft)	Lineal Foot	24.00
5) Rock Coring	Lineal Foot	34.00
6) Shelby Tube Sampling	Each	40.00
7) Grouting Boreholes	Lineal Foot	6.00
8) CME-55 Truck Mounted Drill Rig (2-Man Crew)	Hour	110.00
9) Combustible Gas Meter	Day	20.00
10) PID Meter	Day	95.00
11) Project-related Travel	Mile	0.48

Laboratory Fee Schedule  
**Hurst-Rosche Engineers, Inc.**  
 Effective January 1, 2011

ITEM	<u>UNIT PRICE</u>
1) Sieve Analysis - Dry (ASTM C-136)	\$ 42.00
2) Sieve & Hydrometer Analysis (ASTM D-422)	70.00
3) Percent Passing No. 200 Sieve (ASTM C-117 or D-1140)	30.00
4) Atterberg Limits (ASTM D-4318)	54.00
5) Moisture Content (ASTM D-2216)	5.00
6) Organic Content (ASTM D-2974)	40.00
7) Specific Gravity (ASTM D-854)	40.00
8) Tube Density	30.00
Standard Proctor (ASTM D-698)	125.00
10) Modified Proctor (ASTM D-1557)	140.00
11) Relative Density (ASTM D-4253 & D-4254)	140.00
12) Unconfined Compression Test (ASTM D-2166) (See Note 1)	45.00
13) Triaxial Compression (See Notes 1 & 2)	
a) Unconsolidated-Undrained, Single-Stage (ASTM D-2850)	120.00
b) Unconsolidated-Undrained, Multi-Stage (3 Stages)	360.00
c) Consolidated-Undrained, Single-Stage (ASTM D-4767)	200.00
d) Consolidated-Undrained, Multi-Stage (3 Stages)	600.00
e) Consolidated-Drained, Single-Stage (ASTM D-4767)	350.00
14) Consolidation (ASTM D-2435)	400.00
15) CBR/IBR	350.00
Permeability (See Note 1)	
a) Falling Head with Back Pressure (ASTM D-5084)	325.00
b) Constant Head (ASTM D-2434)	150.00
17) Compressive Strength of Concrete Cylinders	13.00
18) Flexural Strength of Concrete Beams	20.00
19) Compressive Strength of Grout or Mortar (Cylinders or Cubes)	13.00
20) Unit price for cylinder cured but not tested	10.00
21) Unit price for each All-terrain vehicle	32.00 (per day)

**NOTES:**

1. Add \$50.00 per test for recompacted samples.
2. Unit price is per point cost for single stage testing.