

# Southwestern Illinois Building & Construction Trades Council AFL-CIO

Project Labor Agreement

END

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# Southwestern Illinois Building & Construction Trades Council

- Affiliated with 15 International Craft Unions
- We perform work on building and various construction projects in a 12 County Area
- The people in **YOUR** Community are members of the Building Trades Council

# What is a Project Labor Agreement?

A Project Labor Agreement (PLA) establishes the wages, hours of work, and working conditions of designated construction projects

Simply put, a PLA sets the terms and conditions of employment based on area standards

# Why Use a PLA?

- Proven to be a financial benefit to the community
- Projects completed *ON TIME* and *ON BUDGET*
- Highly trained and skilled craft workers
- All participating craft Unions utilize USDOL certified apprenticeship programs
- Helps to ensure a local workforce

# What Does a PLA Do?

- Guarantees No Work Stoppages
- Establishes Labor Stability
- Eliminates delays
- Community Benefits
  - Teaches a skilled craft
  - Local workforce
  - Money stays in the Community

# Who Benefits from a PLA?

When Local workers work on Local projects,

**EVERYONE BENEFITS!!**

Studies suggest that for every dollar earned on a construction project, it gets turned over 7 times

# Who Benefits from a PLA?

- Local Businesses
- Local Residents
- Local Governments
  - Schools, Hospitals, Vital Services

Elected Officials who oversee the awarding of public works projects funded with tax monies should want those monies spent in the most efficient manner with the most return for their investment.

# Myths of PLA

MYTH: “Only Union contractors can perform PLA work”

FACT: ANY contractor can bid on and perform work under a PLA, provided they agree to abide by the conditions of the PLA

MYTH: “PLA increase costs on construction projects”

FACT: Public wages are established by State statute and many studies suggest costs are actually lower on PLA projects

# MONTGOMERY COUNTY HISTORIC COURTHOUSE EVACUATION PLAN

1. If you discover a fire or smoke anywhere in the building you should:
  - a. Utilize the All Page button on the phone to announce a fire is present.
  - b. Alert other people in the area.
  - c. Call 911 before leaving the building IF possible.
  - d. Department Head or Designee will call 911 to report the location of fire/smoke.

Use your Fire Extinguisher to make your escape, or if the fire is small enough that you think you may be able to put it out.

2. Evacuation is necessary!
  - a. Do Not Attempt to gather Personal Effects.
  - b. If there is anyone in the office (general public) take them with you when you exit.
  - c. Evacuate the building away from the fire to Lincoln Plaza (on the Southwest corner from the Historic Courthouse) for accountability.
  - d. Head count will be taken by each department head or designee.
  - e. DO NOT LEAVE THE LINCOLN PLAZA OR RETURN TO THE BUILDING unless instructed by proper Authorities (Department Head or Designee or Fire Department).

## FIRE EXTINGUISHER

To use a Fire Extinguisher – Remember the PASS Rule

- P – Pull the pin
- A – Aim Nozzle
- S – Squeeze the trigger
- S – Sweep Fire from side to side

1. Never try to extinguish a large fire. Announce the alarm and exit the building. Wait for help.
2. Once used, give the Fire Extinguisher to Maintenance to be refilled and checked. Never put one away, even if you think it is still full.
3. If pin has been pulled take the extinguisher to be charged.



January 25, 2011

Mr. Mike Plunkett  
2 Yount Drive  
Hillsboro, IL 62049

**RE: Consideration of Project Labor Agreements on Montgomery County Construction Projects**

Dear Montgomery County Board Member

On behalf of the Illinois Chapter of Associated Builders and Contractors (ABC) and the 350 general contractors, subcontractors, material suppliers and construction-related firms that are ABC members in Illinois, I would like to voice our strong opposition to the use of project labor agreements, particularly the upcoming courthouse renovation project.

Government-mandated PLAs are never appropriate on taxpayer-funded projects. These agreements are special interest handouts that deny taxpayers the accountability they deserve on public construction at the expense of the 65 percent of Illinois' construction workforce that chooses not to join a labor organization (Source; <http://unionstats.gsu.edu/>).

A PLA is a contract negotiated between a government entity, a project owner or a construction manager and labor unions. A typical PLA requires contractors to recognize the signatory unions as the sole representatives of workers on the covered project; to hire workers exclusively through union hiring halls; hire apprentices only through union apprenticeship programs; contribute into union pension and benefit plans; and obey the union's restrictive work rules in exchange for the promise of labor peace and stability.

On government-funded or assisted projects, taxpayers deserve the best product for the best price. Numerous studies show that PLAs can increase construction costs by nearly 20 percent. While PLA proponents often account for this cost increase by stating that PLAs guarantee high wages for those working under a PLA, all government construction in Illinois is already subject to state prevailing wage requirements. In Illinois, prevailing wage rates are almost always set by local union collectively bargained wages, which ensures that workers on public projects will be paid higher wages than their counterparts building privately-funded projects.

PLAs on public projects increase construction costs by eliminating competition and by requiring antiquated union work rules, not by influencing worker wages.

The impact of PLAs on cost and competition has recently been demonstrated in nearby Ohio, on proposed construction for the Ohio School for the Blind and the Ohio School for the Deaf. Recent reports demonstrate that construction bids for the residential portion of the project, free from an initial PLA mandate, came in 22 percent below bids subject to a PLA that were rejected this summer. The results also showed more bidders participated and submitted bid packages following the removal of the PLA, compared to those that initially bid on the project with a PLA. This outcome supports both academic research and anecdotal data that ABC has been collecting for years.

ABC has collected more than a dozen other examples from around the country of projects that were bid both with and without PLAs. In every instance, fewer bids were submitted under the PLA than were submitted without it; or the costs to the public entity went up; or both. With a potential state deficit of approximately \$15 billion looming, PLAs are a special interest handout that the people of Illinois simply can't afford whether the project is at a state or local level.

In addition to discriminating against merit shop firms – and those whose employees choose not to join a labor organization – PLAs also have a track record of discriminating against women and minority-owned firms and their workers that traditionally have been under-represented in unions. A number of groups representing minority and disadvantaged businesses have voiced their opposition to government-mandated PLA requirements. The American Asian Contractors Association, The National Association of Women Business Owners, the National Black Chamber of Commerce and the Latin Builders Association are among the groups that have gone on record to oppose PLAs. The National Black Chamber of Commerce went so far as to describe PLAs as “anti-free-market, non-competitive and, most of all, discriminatory.”

The construction industry is struggling to confront a national unemployment rate of more than 20 percent; Government policies should be making it easier to put people to work, not place unnecessary and artificial barriers in the way of job creation.

With this in mind, we strongly urge you to consider a “no” vote for government-mandated project labor agreements on your County's projects.

Sincerely,



Alicia Martin  
President  
Associated Builders & Contractors, Illinois Chapter

*The Union Membership and Coverage Database, available at [www.unionstats.com](http://www.unionstats.com), is an Internet data resource providing private and public sector labor union membership, coverage, and density estimates compiled from the Current Population Survey (CPS), a monthly household survey, using BLS methods. Economy-wide estimates are provided beginning in 1973; estimates by state, detailed industry, and detailed occupation begin in 1983; and estimates by metropolitan area begin in 1986. The Database, constructed by Barry Hirsch (Andrew Young School of Policy Studies, Georgia State University) and David Macpherson (Department of Economics, Trinity University), is updated annually.*

RESOLUTION CONCERNING PROJECT LABOR AGREEMENTS

WHEREAS, the County of Montgomery, Illinois (the County), annually expends substantial sums in the purchase of construction goods and services on property owned by the County, and

WHEREAS, said expenditures constitute a major investment in regard to the County's property, and the County finds itself competing in the private marketplace for these construction goods and services, and,

WHEREAS, time lost due to labor strife and jurisdictional disputes can cause serious delays in the completion of construction projects and consequently can cause an increase in the cost of said construction projects, and,

WHEREAS, there are trade unions that are recognized by the National Labor Relations Board, and which have as their primary duties the negotiation of wages and hours, no-strike agreements, and other matters on behalf of their members, and, furthermore, have control of the apprenticeship of new members and the continued training of current members, and

WHEREAS, Project Labor Agreements have generally proven to be of particular economic benefit to property owners, including states and their political subdivisions, for their major construction, alteration, painting, or repair projects (including any closely interrelated series of projects), particularly those which extend for a substantial period of time and involve a substantial number of construction contractors and subcontractors or a substantial number of construction trades and specialized craft workers, and,

WHEREAS, Project Labor Agreements facilitate the timely and efficient completion of such projects by:

- a. Making available a ready and adequate supply of highly trained and skilled craft workers, and,
- b. Permitting public and private owners and contractors to more accurately predict project labor costs at the bidding stage, and,
- c. Establishing working conditions for all construction crafts for the duration of the project, and,
- d. Providing a legally enforceable means of assuring labor stability and labor peace over the life of such project thereby reducing the possibility of interruptions and delays resulting from labor disputes,

and,

WHEREAS, the generally short term nature of employment in the construction industry makes post-hire collective bargaining difficult and unrealistic, and

WHEREAS, the National Labor Relations Act, 29 U.S.C. Section 151, et. seq., allows for a collective bargaining agreement between a labor organization and an employer in the construction

industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, and

WHEREAS, the courts have upheld the right of states and their subdivisions, as proprietors, to enter into construction contracts with project managers or general contractors which contain said Project Labor Agreement provisions and have found such Project Labor Agreement provision not to be in violation of preemption under the National Labor Relations Act or Employer Retirement Income Security Act, the Equal Protection and Due Process Clauses of the 14th Amendment, and the Sherman Anti-Trust Act. 15 U.S.C., Section 1, et. seq.

NOW, THEREFORE, in view of the foregoing economic benefits to be derived by the County through such Project Labor Agreements,

IT IS HEREBY RESOLVED:

That the County of Montgomery and its committees, departments and agents shall henceforth, with respect to the construction, alteration, painting, or repair of its property, as a part of the specifications in regard to such construction, alteration, painting, or repair of its property, with a project cost of \$100,000.00 or greater, require that any successful bidder enter into the attached "County of Montgomery Project Labor Agreement for Development and Construction" (or as hereafter amended), (attached hereto and marked as Attachment No. 1) covering such construction, alteration, painting, or repair projects, unless the County of Montgomery, or its committees, departments or agents make a written determination that, because of the circumstances of a project in question, the benefits of not requiring a Project Labor Agreement substantially exceed the benefits of requiring such a Project Labor Agreement.

APPROVED THIS 15<sup>th</sup>  
DAY OF February, 2011

Respectfully Submitted,  
Terry E. Bon  
County Board Chairman (Acting)

ATTEST  
Sandy Leithner  
Montgomery County Clerk

## PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the  
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the \_\_\_\_\_.

### ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:  
\_\_\_\_\_

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to \_\_\_\_\_(Owner), and nothing contained herein shall be construed to prohibit or restrict \_\_\_\_\_(Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

## **ARTICLE II - RECOGNITION**

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

## **ARTICLE III - ADMINISTRATION OF AGREEMENT**

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

## **ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS**

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

#### **ARTICLE V - ABSENTEEISM**

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

#### **ARTICLE VI-MANAGEMENT RIGHTS**

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

#### **ARTICLE VII - GENERAL WORKING CONDITIONS**

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

#### **ARTICLE VIII - SAFETY**

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

#### **ARTICLE IX - SUBCONTRACTING**

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

## ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

## ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the

Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE XII - JURISDICTIONAL DISPUTES**

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and

Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

### **ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS**

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify \_\_\_\_\_ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

- h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

**ARTICLE XIV - GENERAL SAVINGS CLAUSE**

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

**ARTICLE XV - TERM OF AGREEMENT**

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

**IN WITNESS WHEREOF**, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor Representative)

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Firm's Address)

\_\_\_\_\_  
(Firm's City, State, Zip)

\_\_\_\_\_  
(Firm's Phone / Fax Numbers)

Date: \_\_\_\_\_

\_\_\_\_\_  
Dale Stewart, Exec. Secretary - Treasurer  
Southwestern Illinois Building &  
Construction Trades Council  
2A Meadow Heights Professional Park  
Collinsville, IL 62234

**ATTACHMENT A**

**CONTRACTOR LETTER OF ASSENT**

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)

Date  
(Name of Owner)  
Office of Owner Representative  
Attn: \_\_\_\_\_

RE: \_\_\_\_\_ Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor of Subcontractor)

By: \_\_\_\_\_

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

INSTRUCTION TO BIDDERS

Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the project known as: \_\_\_\_\_

\_\_\_\_\_ located in the \_\_\_\_\_ (Municipality) with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

Renovations of Historic Montgomery County Courthouse (February 15, 2011)

X	• Base Bid (Essential Work) includes: .....	\$461,236.00
	○ Replacement of Elevator (\$100,000 in grant funds)	
	○ Fire Alarm System	
	○ New Exterior Stair	
	▪ Will include commensurate masonry work associated with replacing 2 windows with doors.	
	○ Work associated with raising the elevation of the floor in the 2 <sup>nd</sup> floor offices (north addition)	
	▪ Floor finishes	
	▪ Ceilings/lighting	
	▪ Electrical branch circuits	
	▪ Telephone/data pathways	
	▪ Toilet renovation	
	○ Construct access to southwest stair tower from 3 <sup>rd</sup> floor	
	▪ Construct corridor (w/walls/ceiling) to provide access from 3 <sup>rd</sup> floor offices to southwest stair tower.	
	• HVAC	
	• Lighting	
	• Finishes	
	• Option 1 - Renovate 2 <sup>nd</sup> floor offices .....	\$193,308.00
	○ New finishes	
	▪ Carpeting	
	▪ Ceilings/lighting	
	▪ Electrical branch circuits	
	▪ Telephone/data	
	▪ Walls/paint	
	▪ Doors/trim – repair & repaint	
	▪ HVAC (\$22,875 in grant funds)	
	• Option 2 – Renovate 3 <sup>rd</sup> floor offices.....	\$194,148.00
	○ New Finishes	
	▪ Carpeting	
	▪ Ceilings/lighting	
	▪ Electrical branch circuits	
	▪ Telephone/data	
	▪ Walls/paint	
	▪ Doors/trim – repair & repaint	
	▪ HVAC (\$35,625 in grant funds)	
	○ Built-in work stations/Casework	
X	• Option 3 – 1 <sup>st</sup> Floor/Basement HVAC Work (\$56,250 in grant funds).....	\$75,000.00
	○ Limited HVAC work to utilize available grant funding with no work on 2 <sup>nd</sup> or 3 <sup>rd</sup> floors.	
X	• Option 4 – Replace currently non-functional A/C Units (\$11,250 in grant funds).....	\$15,000.00
	Subtotal of Base Project plus 4 Options (not including grant funds).....	\$938,692.00* ..... \$1,160,814.00
	Grant Funds.....	\$226,000.00** ..... \$240,000.00
	Total County Funds to Pay for Proposed Work.....	\$712,692.00* ..... \$920,814.00

\*No work has been included for the County Board Room and no contingencies included. \*\* Approximately \$14,000 in grant funds not realized due to limited scope of work.

X = approved by CB





**Account Agent Designation Statement**

This statement will confirm that effective X (Date), Montgomery County (Customer) has entered into an agreement with and has designated SANTANNA EVERETT (Agent) as his/her/its Agent for the purpose of arranging and making all decisions regarding service on his/her/its behalf regarding service for the Ameren Account Number(s) listed below. Ameren will assume this Customer-Agent relationship will remain in force until a Termination of Account Agent Designation Statement is received revoking the designation of this Agent to act on the Customer's behalf.

The Agent is authorized to make decisions regarding the account(s) noted below. Ameren may rely on any representation made by Agent regarding this account(s) and need not question the authority of the Agent to act on the Customer's behalf. Ameren shall not be liable for any action taken in response to a representation made by Agent. Customer shall be solely liable for any action taken by his/her/its Agent on the Customer's behalf, including any action taken by the Company at the Agent's request.

Customer Name (please print): Montgomery County

Customer Signature: Terry E. Bonchik  
George F. Blenkinship Finance Co  
 Date: 2/15/11

**Customer Contact Information**

Address: Montgomery County  
Historic Court House  
P.O. Box 122  
 Phone: Hillsboro, IL 62049  
 Fax: 217 532 9577

**Agent Contact Information**

Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Upon the effective date of this Account Agent Designation Statement, the bill produced by Ameren for the account number(s) listed below should be sent to (please choose one):

Customer FAX 217 532 9585

Agent (please specify mailing information below)

Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Montgomery County  
Historic Court House  
P.O. Box 122  
Hillsboro IL 62049 ALCHRISTINE DANIELS

This Account Agent Designation Statement will apply to the account number(s) listed below. Please attach an additional page if necessary:

Account Number	Account Number
<u>0424102009</u>	<u>0994327698</u>
<u>3765524654</u>	<u>5785363690</u>
	<u>4540322093</u>
<u>6596718418</u>	
<u>6169987059</u>	

Fax this completed form to:

Ameren Illinois: 877.263.7369  
 Ameren Missouri: 866.222.3471

**If you are an Agent and plan to use the Agent Web Portal, please complete the following:**

Existing division name/number: \_\_\_\_\_

New division name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Note: Agent Web Portal will not be viewable

Division viewable to

**AMEREN ILLINOIS**  
**GAS TRANSPORT SUPPLIER AUTHORIZATION FORM**  
 (This form is required)

By signing below the undersigned Customer agrees to the following terms:

1. The supplier listed below is authorized to make nominations on behalf of Customer for the account(s) listed below with Ameren Illinois.
2. The supplier will be given access to all information that Ameren Illinois may provide from time to time on the USMS - Gas Transportation System regarding Customer's account(s).
3. The supplier has a relationship (contractual or otherwise) with Customer and is not necessarily a business party of Ameren Illinois. Ameren Illinois' obligations are to their customers and not their customer's suppliers.
4. Customer shall notify, in writing, Ameren Illinois in the event Customer terminates an existing relationship with the supplier.

**Please list below the supplier that you are giving authorization.**

Supplier's Company Name	Santanna Energy Services
Address	120 E Ogden Ave. Ste 236
Contact Name	
Email Address	
Phone Number	
Fax Number	

Please select one utility:  Rate Zone I  Rate Zone II  Rate Zone III  
 I authorize this Supplier to include me in a pool group:  Yes  No  
 I authorize this Supplier to make bank transfers:  Yes  No  
 I authorize the termination of the relationship with the previous supplier?  Yes  No

A RG12 form must be submitted to Ameren if this agent/supplier will be collecting gas revenue tax for your account(s). If no form is received, Ameren will apply Gas Use Tax to your account(s). If you are exempt from Gas Use Tax, a RG61 is required. Please send the completed RG12 or RG61 form to Bob Cecil, Ameren Services, MC 212, P.O. Box 66149, St. Louis, MO 63166-6149.

Customer Representative	<i>Terry E. Sen Chapman</i>	
Company	<i>George R. Blankenship Finance Co</i>	
Email Address	<i>Montgomery County</i>	
Phone Number	<i>217 532 9577</i>	
Fax Number		
Account Number(s)	<i>0424102009</i>	<i>09943 37698</i>
	<i>3765524654</i>	<i>57853 63690</i>
	<i>65907 18418</i>	<i>45403 22093</i>
Date	<i>12/15/11</i>	

Please print out your completed form and fax it to 217-535-5006. If needed, you can contact us via email at [andusertransportation@ameren.com](mailto:andusertransportation@ameren.com)



### Release of Utility Historical Information

This release authorizes Ameren Illinois Company to provide 24 months (if available) historical data with regard to units of gas and/or electric services for the following customer:

Please fax completed forms to:

Zone I	800-851-1796
Zone II	800-851-1796
Zone III	217-424-6630

Montgomery County  
Company/Customer Name

2/15/11  
Date of Request

CHRISTINE DANIELS  
Printed Name of Contact Person

Terry E. Bone Chairman  
George R. Plunkership's Financial  
Signature of Contact Person

2175329577  
Phone No. of Contact

2175329585  
Fax No. of Contact

\_\_\_\_\_  
Email Address of Contact

Service Address

City, State

Account/Meter #

see attached list

Check this box if a copy of this historical data report should be sent to the listed company/customer in addition to the Agent/Broker/Consultant, or Supplier/Marketer below.

Agent/Broker/Consultant  
Supplier/Marketer Name: Santanna Energy Services

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address \_\_\_\_\_

I understand that the Company/Person listed above will be able to access my account information electronically. By signing this document, I authorize the sharing of my account information with the Company/Person listed.

ATTACHED LIST

	METER#
140 N. Main St Hillsboro	STC55163 AC# 0994327698
#1 Courthouse Sq Hillsboro	LTC47449 AC# 4540322093
120 N. Main St Hillsboro	STC44940 AC# 6590718418
317 W. Union St Rutherford	LTC48975 AC# 0424102009
1191 Del Pt 185 Hillsboro	3TC18599, 1TC62078 AC# 3765524654
1404 School St Hillsboro	3TC25729 AC# 5785363690
1215 Seymour Ave Hillsboro	3TC18828 AC# 6169987059

**ARTICLE XI  
NOTICES & PAYMENTS**

11.1 Any notice, request, demand, statement or payment provided for in this Contract shall be in writing and shall be sent to the Parties at the following addresses:

**FOR CONTRACTUAL NOTICES**

**FOR PAYMENTS**

**SELLER:** Santanna Energy Services  
7701 San Felipe Blvd.  
Suite 200  
Austin, TX 78729  
Tel: (512) 346-2500  
Fax: (512) 346-2578

Santanna Energy Services  
P.O. Box 200024  
Houston, TX 77216-0024

**BUYER:** NOTICE BILLING ADDRESS

SERVICE ADDRESS

*MONTGOMERY County  
Historic Courthouse  
P.O. BOX 122  
Hillsporo, FL 32054*

*ATT.*

Telephone: *217 532 9577* Telephone:  
Fax: *217 532 9585* Fax:

Telephone:  
LDC: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
MDCQ/MDD: \_\_\_\_\_

**BUYER** may notify **SELLER** in person or in writing, by telegram or **FAX**, or orally by telephone, of changes in **BUYER's** gas dispatching requirements. To be valid, each oral request for changes in **BUYER's** requirements shall be confirmed in writing by **BUYER** and delivered to **SELLER** within a reasonable time not to exceed seven (7) days after such request.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract:

**SELLER:**  
**ACCEPTED AND AGREED TO THIS**

**BUYER:**  
**ACCEPTED AND AGREED TO THIS**

\_\_\_\_\_ day of \_\_\_\_\_,

*x 15* day of *Feb* 2011

**SANTANNA ENERGY SERVICES**

By: \_\_\_\_\_

By: *Terry E. Bone*  
*George R. Blankenship Finance Co.*

Print Name: \_\_\_\_\_

Print Name: *Terry E. Bone*  
*George R. Blankenship Finance Co.*

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

Title: *Board chairman*

Gas Sales Contract - Hinsdale 9/16/01  
Revised with 2002 date on 2-26-02

ATTACHED LIST

140 N. Main St Hillsboro See

#1 Courthouse Hillsboro See

120 N. Main St Hillsboro See

317 W. Union St Littlefield See

11191 Del. St 185 Hillsboro See

1404 School St Hillsboro See

1215 Seymour Ave Hillsboro See

ADDENDUM TO GAS SALES CONTRACT AND AGENCY AGREEMENT

This addendum By and Between Montgomery County (Company) and Santanna Energy Services (Agent) shall constitute the modifications to the Gas Sales Contract and Agency Agreement dated 2/15/11.

The price per therm shall be based on the Natural Gas Intelligence Weekly Gas Price Index, non-utility end user citygate table, average of the range, Bidweek Issue, at the Company's citygate, plus \$0.08 per therm. The price shall include the summation of all fuel retention costs, transportation costs and any miscellaneous fees involved in the delivery of natural gas from the Delivery Point(s) to the Redelivery Point(s).

Agent and Company agree that this addendum shall be effective upon initial execution and shall remain in full force and effect thereafter for a period of twelve (12) months from the date of initial deliveries of natural gas hereunder and shall continue automatically for additional one (1) year periods thereafter unless canceled by either of the Parties hereof by giving written notice no more than sixty (60) days or less than thirty (30) days prior to the expiration date to the other Party via certified mail, return receipt requested or the expiration date of the Gas Sales Contract and Agency Agreement whichever is longer. The cancellation notice will specifically state the last date that the contract will be in effect. That date is defined as the last day of the month in which the current expiration date otherwise lies.

These changes supercede the price guarantee of the Agency Agreement (item 3.2) dated 2/15/11, or addendum to Gas Sales Contract and Agency Agreement dated 2/15/11.

SANTANNA ENERGY SERVICES

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Montgomery County  
By: George R. Blaschinsky <sup>Thomas E. Bon</sup> <sub>Chairman</sub> *Finance Director*  
Title: Chairman  
Date: 2/15/11

AGENCY AGREEMENT

THIS AGENCY AGREEMENT, made and entered on 12/15/11 by and between Montgomery County (herein referred to as "COMPANY") and SANTANNA ENERGY SERVICES (herein referred to as "AGENT").

WITNESSETH

WHEREAS, COMPANY and AGENT have entered into a Gas Sales Contract dated 12/15/2011 and

WHEREAS, COMPANY has selected AGENT to act on its behalf as exclusive representative for the purpose of securing certain information from COMPANY's Local Distribution Company (LDC) arranging transportation, account maintenance, and gas purchases; and

WHEREAS, AGENT agrees to gather certain information from COMPANY's LDC in order to arrange transportation, maintain the account and gas purchases; and

WHEREAS, COMPANY and AGENT desire to enter into an Agency Agreement relating to the sale, billing and transportation of natural gas through the COMPANY's LDC, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I  
PROCEDURE

1.1 COMPANY authorizes AGENT to contact LDC and represent to LDC that AGENT has the COMPANY's authority to execute LDC Rider/Transportation Contracts with LDC on behalf of COMPANY as well as receive the monthly natural gas statement and any information pertinent to said statement to include but not limited to: information concerning invoicing, storage, and transportation of COMPANY's account.

1.2 COMPANY agrees to pay one consolidated statement to AGENT as per ARTICLE V "BILLING AND PAYMENTS," of Gas Sales Contract.

ARTICLE II  
AGENT'S RESPONSIBILITY

2.1 AGENT agrees to receive from LDC the COMPANY's monthly natural gas invoice statement.

2.2 AGENT shall review said invoice statement for accuracy of charges, volumes of natural gas received and storage balances.

2.3 AGENT agrees to inform COMPANY and LDC of any discrepancies discovered in invoice statement and attempt to correct said discrepancies as soon as possible.

2.4 AGENT agrees to submit payment for transportation costs incurred by COMPANY for natural gas delivered to COMPANY's facility upon initial deliveries of natural gas by AGENT and throughout the term of this Agreement in a timely manner. In the event any late charges are incurred, AGENT agrees to pay said charges to the LDC and hold COMPANY harmless for said charges, unless COMPANY is in default of the Gas Sales Contract or Agency Agreement, and/or as related to COMPANY's late payments, partial payments, or nonpayment of AGENT's invoices. AGENT may, at its sole discretion, elect to cease payments for COMPANY's transportation cost and forward utility invoicing to COMPANY for payment.

**ARTICLE III**  
**MISCELLANEOUS**

3.1 No waiver by either **AGENT** or **COMPANY** of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature.

3.2 This Agreement may be amended only by a written instrument executed by the Parties hereto.

3.3 The headings throughout this Agreement are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any Article, nor be deemed in any way to qualify, modify, or explain the effects of any such term or provision.

3.4 This Agreement shall be interpreted with the internal laws, but not the laws regarding choice of law, of the State of Illinois.

3.5 **AGENT** may pay someone else to help collect the amounts due from **COMPANY** under this Gas Sales Contract and Agency Agreement and to enforce them, and **COMPANY** will pay the amount. This includes, subject to any limits under applicable law, **AGENT's** attorneys' fees, expert witness fees and other legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. **COMPANY** also will pay any court costs, in addition to all other sums provided by law.

3.6 Immediate notification is required from **COMPANY** to **AGENT** of changes in **COMPANY's** facilities, operating schedules, and/or equipment which may, in any way, affect natural gas consumption by the **COMPANY**. Reasonable lead time is required to allow **AGENT** to modify deliveries to avoid penalties or natural gas purchases from the LDC. Failure to so notify, or **COMPANY** directive for **AGENT** to modify nomination constitutes a waiver by **COMPANY** of **AGENT's** obligation associated with penalties or LDC natural gas purchases should such aforementioned result in penalties or LDC gas purchases.

3.7 **COMPANY** shall hold **AGENT** harmless for penalties or LDC gas purchases caused by **COMPANY's** electronic meter reading device, or related equipment, not being in good working condition.

3.8 **COMPANY** shall hold **AGENT** harmless for penalties or LDC gas purchases caused by **COMPANY** not providing **AGENT**, prior to first deliveries, at least 12 months valid consumption history.

3.9 In the event either **COMPANY** or **AGENT** shall fail to perform any of its obligations hereunder in accordance with the terms and conditions of this Agreement, then this Agreement and all of the provisions hereof may be terminated forthwith by the non-defaulting Party by written notice to the defaulting Party by certified mail, return receipt requested; provided, however, that the termination rights shall be without prejudice to the non-defaulting Party's rights to collect any amounts due from defaulting Party prior to the time of termination. Anything to the contrary in this Agreement notwithstanding, neither **COMPANY** or **AGENT** shall be liable to the other for loss of profits or for any other incidental or consequential damages whatsoever.

3.10 **COMPANY** shall hold **AGENT** harmless for penalties or LDC gas purchases caused by **COMPANY's** previous supplier or misinformation furnished directly or indirectly by the **COMPANY** or LDC to the **AGENT**.

3.11 In matters of interpretation, the Gas Sales Contract between **COMPANY** and **AGENT** shall prevail in all cases not specifically addressed herein, or in the event of a conflict between the Gas Sales Contract and Agency Agreement. The Gas Sales Contract dated X 2/15/11 and this Agency Agreement represents the entire Agreements between **COMPANY/BUYER** and **AGENT/SELLER** and no other terms, either oral, inferred or implied, exist.

GAS SALES CONTRACT

THIS GAS SALES CONTRACT, made and entered on x 2/15/11 by and between Montgomery County (herein referred to as "BUYER") and SANTANNA ENERGY SERVICES (herein referred to as "SELLER").

WITNESSETH

WHEREAS, BUYER is actively seeking supplies of natural gas; and

WHEREAS, SELLER has natural gas supplies available which SELLER desires to sell to BUYER; and

WHEREAS, SELLER and BUYER desire to enter into a contract relating to the sale and purchase of natural gas, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Except in those certain instances where the context states another meaning the following terms apply:

1.1 MCF - One Thousand (1,000) Cubic Feet.

1.2 BTU - British Thermal Unit.

1.3 Therm - One Hundred Thousand (100,000) BTUs.

1.4 MMBTU - One Million (1,000,000) BTUs or
- Ten (10) Therms.

1.5 Delivery Point(s) - The point at which SELLER delivers the natural gas to BUYER into the interstate pipeline(s).

1.6 Sales Point(s) - The Delivery Point, at which the sale occurs and title to the natural gas passes to BUYER.

1.7 Redelivery Point(s) - The point at which the interstate pipeline delivers the natural gas to the Local Distribution Company (LDC).

1.8 PSIA- Pounds Per Square Inch (Absolute).

ARTICLE II
SALE AND PURCHASE

2.1 Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell upon its sole determination and judgement of BUYER's ongoing credit worthiness to BUYER and BUYER agrees to purchase from SELLER certain quantities of natural gas as set forth on the monthly invoice.

**ARTICLE III**  
**PRICE**

3.1 The price per Therm shall be based on the monthly market price then in effect for natural gas delivered to the various natural gas Sales Point(s) into the interstate pipelines. The price shall include the summation of all fuel retention costs, transportation costs and any miscellaneous fees involved in the delivery of natural gas from the Delivery Point(s) to the Redelivery Point(s). For all natural gas delivered by **SELLER** and sold to **BUYER**, **BUYER** shall pay **SELLER** a price per Therm at 14.73 PSIA and Sixty Degrees (60 deg.) Fahrenheit as indicated on the monthly invoice.

**ARTICLE IV**  
**SALES POINT(S)**

4.1 The natural gas purchased and sold hereunder shall be delivered at the Delivery Point(s) as indicated on the monthly invoice.

4.2 Title to the natural gas sold and delivered hereunder shall pass to **BUYER** at the Sales Point(s). As between the Parties hereto, **SELLER** shall be in control and possession of the natural gas until title passes to **BUYER**, after which every **BUYER** shall be deemed to be in exclusive control and possession thereof and responsible for any and all injury or damage caused thereby.

**ARTICLE V**  
**BILLING AND PAYMENTS**

5.1 On or about the fifth (5th) day of each month, **SELLER** shall cause to be rendered to **BUYER** an invoice showing the actual or scheduled (if actual is not known) quantity of natural gas delivered during the preceding month and the amount due therefore, and **BUYER** shall pay **SELLER** (by wire or mail) the stated amount by the twentieth (20th) day of the month following the month such natural gas is delivered or ten (10) days after the date of the invoice, whichever is later. Corrections to estimates shall be made on the following month's bill or as soon thereafter as actual data is available.

5.2 In the event **BUYER** may dispute any invoice or portion thereof, payment will nonetheless be made for any portion not in dispute. Any dispute must be detailed in writing via certified mail, return receipt requested and received by **SELLER** by the due date stated on the disputed invoice, or interest charges per Article 5.3 of the Contract will be invoiced by **SELLER**, and paid by **BUYER**. The **SELLER** shall provide **BUYER** with a written determination of the dispute as soon as practicable. If **BUYER** doesn't prevail in the dispute, then **SELLER** will invoice and **BUYER** will pay interest at the rate of 1.8% per month (or any part of a month) compounded monthly from the due date of the invoice that was partially paid per the written notification of dispute from **BUYER**. **SELLER** shall not be responsible for penalties or natural gas purchases from the LDC resulting from events beyond **SELLER**'s control, including but not limited to, utility company issued estimated billings or increases / decreases in consumption of 25% or more above or below the consumption of the same month of the prior year, faulty meters or related equipment, ruptured gas lines, faulty gas equipment, receipt of incorrect data from **BUYER** or LDC, or force majeure.

5.3 Should **BUYER** fail to remit the full amount less disputed amount, when due, an interest charge on the unpaid portion will be added to the invoice amount equal to two percent (2%) of the gross invoice amount. **BUYER**'s account will be suspended for natural gas deliveries effective the fifth (5th) day of the month if any amount remains past due by the third (3rd) day of the month following the due date. Deliveries shall resume as soon as possible after the account is paid in full. If **BUYER**'s account is suspended three (3) times during any twelve (12) month period, **SELLER**, in its sole and absolute discretion, may require a security deposit or personal guarantee from **BUYER**, or may terminate this Contract. Any outstanding amounts remaining after they are due shall accrue interest at the rate of 1.8% per month (or any part of a month) compounded monthly. Failure to remit payment by the due date constitutes a default of this Contract and voids any and all warranties that **SELLER** may have to the **BUYER**. Any penalties imposed on the **BUYER** or gas purchased by **BUYER** from the LDC as a result of or associated with the suspension of deliveries or the termination of this Contract by **SELLER**, as related to credit concerns, late payments, partial payments or nonpayment of invoices, is for the account of the **BUYER** and not the responsibility of or the liability of **SELLER**.

5.4 No payment by **BUYER** or receipt by **SELLER** of an amount less than the full amount due, shall be considered as anything other than a partial payment of the amount due. No endorsement or statement to the contrary on any check shall be deemed an accord and satisfaction. **SELLER** may accept a partial payment without prejudicing **SELLER's** right to recover the balance of such payment which is still due, and without affecting any other remedies available to **SELLER**.

5.5 Each Party hereto shall have the right, at any and all reasonable and mutually agreeable times, to examine the books and records of the other, to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under this Contract. Corrections to inaccuracies will be permitted to any monthly transaction up to one hundred and eighty days (180) after the end of the month in question. Any inaccuracies older than said period shall not be corrected and said inaccuracy shall not represent a breach or default by either party.

5.6 **SELLER** may request that **BUYER** provide security for outstanding balances as well as projected invoices for future deliveries of 45 days. **SELLER** may cease gas deliveries if, in its sole discretion, risk of not being paid by **BUYER** exists.

#### ARTICLE VI TAXES AND ROYALTY

6.1 **SELLER** shall pay or cause to be paid the taxes lawfully levied on **SELLER**, all royalties and other sums of whatever nature due on production, gathering, severance or handling of the natural gas prior to its delivery to **BUYER** and agrees to hold **BUYER** harmless therefrom. **BUYER** shall pay all taxes lawfully levied on **BUYER** applicable to such natural gas after delivery to **BUYER** or for the account of **BUYER** and agrees to hold **SELLER** harmless therefrom. The foregoing notwithstanding, **BUYER** will reimburse **SELLER** in the amount of 100% of any existing or future sales, use, state, municipal, and similar tax borne by **SELLER**. **BUYER** agrees to provide **SELLER** a sales/use tax exemption certificate, if **BUYER** is exempt from payment of sale and/or use tax on natural gas purchased hereunder.

#### ARTICLE VII TERM

7.1 Subject to the terms hereof, this Contract shall be effective upon initial execution and shall remain in full force and effect thereafter for a period of twelve (12) months from the date of initial deliveries of natural gas hereunder and shall continue automatically for additional one (1) year periods thereafter unless canceled by either of the Parties hereof by giving written notice no more than sixty (60) days or less than thirty (30) days prior to the anniversary date to the other Party via certified mail, return receipt requested. The cancellation notice will specifically state the last date that the contract will be in effect. That date is defined as the last day of the month in which the anniversary date lies.

#### ARTICLE VIII FORCE MAJEURE

8.1 Except for **BUYER'S** obligations to make payment for natural gas deliveries hereunder, neither Party shall be liable for inability to perform under the terms of this Contract when such failure is due to force majeure, defined as any cause, not reasonably within the control of the Party claiming force majeure.

8.2 In the event either Party claims force majeure, the Party making such claims shall notify the other Party as soon as reasonably practical under the circumstances. The claiming Party shall thereafter cure (or commence to cure and thereafter diligently prosecute such cure to completion) the force majeure in a reasonably prompt manner.

#### ARTICLE IX ASSIGNMENT

9.1 This Contract shall be binding upon and benefit the Parties hereto and their respective successors and assigns. **BUYER** shall not assign this Contract without obtaining the prior written consent of **SELLER**, which shall not be unreasonably withheld.

ARTICLE X  
MISCELLANEOUS

- 10.1 No waiver by either **SELLER** or **BUYER** of any default of the other under this Contract shall operate as a waiver of any future default, whether of like or different character or nature.
- 10.2 This Contract may be amended only by a written instrument executed by the Parties hereto.
- 10.3 The headings throughout this Contract are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any Article, or to be deemed in anyway to qualify, modify, or explain the effects of any such terms or provision.
- 10.4 This Contract shall be interpreted with the internal laws, but not the laws regarding choice of law, of the State of Illinois.
- 10.5 **SELLER** may pay someone else to help collect the amounts due from **BUYER** under this **GAS SALES CONTRACT** and **AGENCY AGREEMENT** and to enforce them, and **BUYER** will pay that amount. This includes, subject to any limits under applicable law, **SELLER's** attorneys' fees, expert witness fees and other legal expenses, whether or not there is a suit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. **BUYER** also will pay any court costs, in addition to all other sums provided by law.
- 10.6 In the event either **BUYER** or **SELLER** shall fail to perform any of its obligations hereunder in accordance with the terms and conditions of this Contract, then this Contract and all of the provisions hereof may be immediately terminated by the non-defaulting Party by written notice to the defaulting Party by certified mail, return receipt requested; provided, however, that termination rights shall be without prejudice to the non-defaulting Party's rights to collect any amounts due from defaulting Party prior to the time of termination. Anything to the contrary in this Contract notwithstanding, neither **BUYER** or **SELLER** shall be liable to the other for loss of profits or for any other incidental or consequential damages whatsoever.
- 10.7 **SELLER** shall have the right to match any bona fide third party price, terms and conditions to sell natural gas to **BUYER**.
- 10.8 Both **SELLER** and **BUYER** agree that the information concerning this Gas Sales Contract, natural gas supplies, cost of said supplies, transportation and cost of transportation, is confidential, valuable, and proprietary and that its disclosure will cause serious and irreparable harm, therefore, both **SELLER** and **BUYER** agree to not disclose said information to any third Party or Parties throughout the term of this Gas Sales Contract unless ordered to do so by a court having jurisdiction over this Gas Sales Contract.
- 10.9 Any new facility added under this contract shall require an addendum executed by both **SELLER** and **BUYER** and shall be covered under the warranties granted in this agreement starting on the ninety first day after first day of gas deliveries to said new facility.
- 10.10 **SELLER's** expressed or implied warranties in this agreement are not valid for gas purchased from the LDC or penalties incurred because of, or associated with, the abandonment of a facility or **BUYER** defaults under this contract. **SELLER** shall use its best efforts to avoid or minimize such purchases or penalties.
- 10.11 **BUYER** that has not executed an Agency Agreement with **SELLER** must fax or mail a copy of the gas utility bill to **SELLER** within 10 days of its issuance from gas utility company.

**ARTICLE IV**  
**NOTICES & PAYMENTS**

4.1 Any notice, request, demand, statement or payment provided for in this Agreement shall be in writing and shall be sent to the Parties at the following addresses:

FOR NOTICES

**AGENT:** Santanna Energy Services  
7701 San Felipe Blvd.  
Suite 200  
Austin, Texas 78729  
Tel: (512) 346-2500  
Fax: (512) 346-2578

FOR PAYMENTS

Santanna Energy Services  
P.O. Box 200024  
Houston, TX 77216-0024

<u>BUYER:</u>	<u>NOTICE</u>	<u>BILLING ADDRESS</u>	<u>SERVICE ADDRESS</u>
	Montgomery County		
	HISTORIC COURT HOUSE	Sumner	att
	P.O. Box 122		
	Hillsboro, TX 76204		
	Tel: 2175329577	Tel: _____	LDC: _____
	Fax: 2175329585	Fax: _____	LDC A/C#: _____
			MDCQ/MDD: _____

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT:

**AGENT:**

\_\_\_\_\_ day of \_\_\_\_\_,

**COMPANY:**

15 day of Feb 2011

**SANTANNA ENERGY SERVICES**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Montgomery County

By: George L. Blaukus

Print Name: George L. Blaukus

Title: Chairman

## ATTACHED LIST

140 N. Main St Hellsboro See

#1 Courthouse Hellsboro See

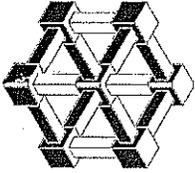
1207 N. Main St Hellsboro See

317 W. Union St Litchfield See

11191 Del. Rt 185 Hellsboro See

1404 School St Hellsboro See

1215 Seymour Ave Hellsboro See



# McDonough-Whitlow, P.C.

*Consulting Engineers & Land Surveyors*  
**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES**

**CLIENT:** Montgomery County Highway Dept.      **PREPARATION DATE:** January 25, 2011  
 1215 Seymour Ave.  
 Hillsboro, IL 62049      **PROJECT NO:** M-W #11-007

**PROJECT NAME/LOCATION:** Program Manager and Bridge Inspections  
 Montgomery County, Illinois

**SCOPE/INTENT AND EXTENT OF SERVICES:**

- Program Manager for Bridge Inspections in compliance with the National Bridge Inspection Standards of the Code of Federal Regulations.
- Special bridge inspections for the remaining part of the year for the following Structure numbers and frequencies:
  1. SN 0683120 – 3 months – 3 inspections remaining in 2011
  2. SN 0683060 – 3 months – 3 inspections remaining in 2011
  3. SN 0683159 – 3 months – 3 inspections remaining in 2011
  4. SN 0683192 – 12 months – 1 inspection remaining in 2011
  5. SN 0683220 – 6 months – 1 inspection remaining in 2011
  6. SN 0683162 – 6 months – 1 inspection remaining in 2011
  7. SN 0683193 – 6 months – 1 inspection remaining in 2011
- Prepare additional inspection reports for 3 fracture critical bridges. (Bridges will be inspected as part of the current contract for bridge inspections.)
- Send copies of the reports to Illinois Department of Transportation and Montgomery County Highway Department.

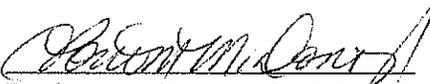
**FEE ARRANGEMENT:**      \$1,990.00 Lump Sum      Program Manager  
    \$2,975.00 Lump Sum      Special Bridge Inspections for 2011

**SPECIAL CONDITIONS:**

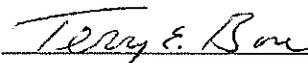
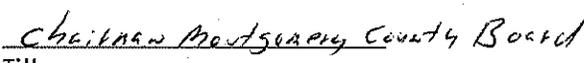
- All services except those explicitly listed above are considered additional services.

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:**

      2/15/11  
 Signature      Date  
  
 Title

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

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:	\$122.50
ENGINEER VI:	\$107.10
ENGINEER V:	\$107.10
ENGINEER IV:	\$86.80
ENGINEER III:	\$74.06
ENGINEER II:	\$69.22
ENGINEER I:	\$54.80
LAND SURVEYOR:	\$107.10
SURVEY/FIELD TECH. II:	\$53.20
SURVEY/FIELD TECH. I:	\$42.00 - \$46.20
TECHNICIAN IV:	\$60.20
TECHNICIAN III:	\$58.38 - \$58.80
TECHNICIAN II:	\$48.30
TECHNICIAN I:	\$42.00
OFFICE ADMINISTRATOR:	\$63.00
CLERICAL I:	\$36.40
EXPERT WITNESS:	\$245.00

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 any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of the agreement from any cause or causes, shall not exceed the 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.

RESOLUTION NO. 2011-1

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 #08-201-369-00 aka 16-02-495-003 and  
Parcel Index #08-201-378-00 aka 16-02-495-004

as described in Certificate No. 2006-0128 and 2006-0130 sold 03/10/2008

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. Proceeds from the sale shall be paid to the Treasurer of Montgomery County, Illinois.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 15<sup>th</sup> day of February, 2011.

Terry E. Bone  
CHAIRMAN

ATTEST

Sandy Leithner  
Clerk of the Board

## LEGAL DESCRIPTION

Parcel Index #08-201-369-00 aka 16-02-495-003

The South Half (S ½) of Lot Sixty-six (66) in the Original Town of Hillsboro, EXCEPT one-half of the Walls on both the North and South side of the building on said premises, and, also, EXCEPT the third story of said building, and an easement for the stairway leading from the Street to the third story of said building, situated in the City of Hillsboro. Situated in the County of Montgomery in the State of Illinois. Property located at: 307 S. Main Hillsboro.

Parcel Index #08-201-378-00 aka 16-02-495-004

The North Twenty (20) feet of Lot 71 in the Original Town of Hillsboro, EXCEPT one-half of the Walls on both the North and South side of the building on said premises, and, also EXCEPT the third story of said building, and an easement for the stairway leading from the Street to the third story of said building, situated in the City of Hillsboro. Situated in the County of Montgomery in the State of Illinois. Property located at: 307 S. Main St. Hillsboro.

RESOLUTION NO. 2011-2

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:

Lot 10 Block 15 Lots in Nokomis

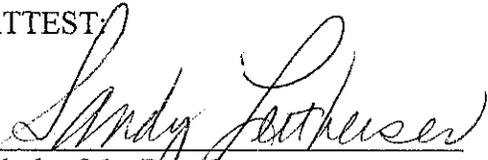
Parcel Index #10-000-676-00 aka 08-23-115-008

as described in Certificate No. 2006-0212 sold 03/10/2008

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. Proceeds from the sale shall be paid to the Treasurer of Montgomery County, Illinois.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of March, 2011.

  
CHAIRMAN

ATTEST:  
  
Clerk of the Board

MONTGOMERY COUNTY TRUSTEE  
DELINQUENT TAX AGENT

P. O. Box 1452  
Decatur, Illinois 62522  
Telephone (217) 429-5050

February 8, 2011

Ronald Jenkins  
Montgomery County Courthouse  
County Treasures Office  
#1 Courthouse Square  
Hillsboro, IL 62048

Dear Ron:

Regards to parcel referenced the cost of purchase would be:

RE: Parcel No. 10-000-676-00  
08-23-115-008 ✓

Minimum Agent fee	250.00
Revolving Fund	153.19
Title Search	75.00
Recording fee	39.00

            
\$ 617.19

If the proposal is approved please notify us as to whom and where the Purchase Agreement should be sent. If I could be of further assistance please telephone.

Sincerely,

Mike Ballinger

**PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD  
DATE (REV. MARCH 8, 2011)**

**ALL UTILITIES**

AMEREN ILLINOIS  
DIRECT ENERGY BUSINESS  
SANTANNA ENERGY SERVICES (added 3/08/2011)  
CONSOLIDATED COMMUNICATIONS  
CITY OF HILLSBORO  
VERIZON WIRELESS  
MJM ELECTRIC  
AT & T MOBILITY  
M & M SERVICE  
STEWART SANITATION  
TECH ELECTRONICS, INC.  
FRONTIER (added 3/08/2011)

**POSTAGE**

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

**COURT ORDERED EXPENSES**

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

**CONTRACTUAL AND LEASE SERVICES**

CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS  
PUBLIC BUILDING COMMISSION  
OTIS ELEVATOR  
PATTON AND COMPANY, C.P.A.  
HARRIS  
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 (495, 496, 497, 498)  
INHERITANCE TAX  
TRANSFER AMONG COUNTY FUNDS  
BALLINGER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND (revised 3/08/2011)  
COUNTY BOARD MEMORIAL FUND  
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM  
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY  
MONTGOMERY COUNTY LIQUOR COMMISSIONER  
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE  
U OF I EXTENSION OFFICE  
ELECTION POLLING PLACES RENT  
ELECTION & PROCESSING JUDGES  
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES  
VETERANS ASSISTANCE COMMISSION  
CRIMINAL BACKGROUND CHECK FEES  
BOND COUNTY HEALTH DEPARTMENT

PAYROLL/SALARY/INSURANCE

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

DISCLAIMER

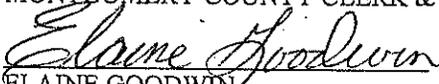
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED MARCH 8, 2011

  
 \_\_\_\_\_  
 RON JENKINS  
 MONTGOMERY COUNTY TREASURER

  
 \_\_\_\_\_  
 SANDY LEITHEISER  
 MONTGOMERY COUNTY CLERK & RECORDER

  
 \_\_\_\_\_  
 AIMEE SHELTON  
 ASSISTANT COUNTY TREASURER

  
 \_\_\_\_\_  
 ELAINE GOODWIN  
 ACCOUNTS PAYABLE DEPT. HEAD

**MONTGOMERY COUNTY, ILLINOIS**

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

**November 30, 2010**

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 2010

Assessed Valuation

- 2008	\$ <u>364,485,430</u>
- 2009	\$ <u>381,876,827</u>

General Fund

Excess (deficiency) of revenues over expenditures

		Coal Rights	<u>Principal</u>	<u>Interest</u>
11/30/04	\$ <u>440,441</u>		\$ 500,000	\$ -
11/30/05	\$ <u>(133,056)</u>		500,000	-
11/30/06	\$ <u>31,141</u>		-	-
11/30/07	\$ <u>2,439,897</u>		1,900,000	564,000
11/30/08	\$ <u>(454,542)</u>		-	-
11/30/09	\$ <u>587,698</u>		1,000,000	192,000
11/30/10	\$ <u>(436,725)</u>		<u>1,000,000</u>	<u>132,000</u>
			\$ <u>4,900,000</u>	\$ <u>880,000</u>

\$ 5,800,000  
total

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 2010

General Fund

	2010		2009	
Revenues:				
Property taxes	\$ 853,747	12.96 %	\$ 816,406	12.40 %
Interest and costs	205,627	3.12	326,845	4.96
Sales taxes	985,553	14.96	949,296	14.42
Income	634,899	9.64	789,854	12.00
Replacement, inheritance and real estate	270,389	4.10	282,267	4.29
Fines and fees	1,856,967	28.19	1,591,273	24.16
Miscellaneous	1,184,860	17.99	1,271,004	19.30
Reimbursed expenses and intergovernmental	<u>595,233</u>	<u>9.04</u>	<u>558,466</u>	<u>8.47</u>
Total revenues	<u>6,587,275</u>	<u>100.00%</u>	<u>6,585,411</u>	<u>100.00 %</u>
Expenditures:				
Building and grounds	493,284	6.95 %	387,548	6.23 %
County Clerk	224,884	3.17	224,501	3.61
Treasurer	211,943	2.99	204,061	3.28
Coroner	100,612	1.42	83,431	1.34
Regional Superintendent	62,802	.88	59,677	.96
Supervisor of Assessments	187,127	2.64	180,599	2.91
Board of Review	35,615	.50	37,511	.60
County Board	93,947	1.32	102,477	1.65
Information system	84,832	1.19	111,755	1.80
Election	181,716	2.56	119,259	1.92
General administration	919,150	12.95	1,106,353	17.81
Judges	11,784	.17	11,424	.18
State's Attorney	401,651	5.66	407,577	6.56
Circuit Clerk	278,492	3.92	276,889	4.46
Probation	283,301	3.99	280,223	4.51
Public Defender	189,242	2.67	181,920	2.93
Jury	122,464	1.73	164,523	2.65
Sheriff	2,161,765	30.45	1,969,993	31.71
Emergency Services	56,944	.80	55,157	.89
Ambulance	51,992	.73	51,115	.82
Animal Control	70,677	1.00	47,805	.77
Capital Improvement	503,846	7.10	-	-
Economic and infrastructure development	22,441	.32	32,308	.52
Geographic Information System	58,500	.82	27,490	.44
Coordinated Services	72,480	1.02	25,403	.41
Solid Waste	38,579	.54	13,811	.22
Recycling	<u>178,930</u>	<u>2.51</u>	<u>50,568</u>	<u>.82</u>
Total expenditures	<u>7,099,000</u>	<u>100.00%</u>	<u>6,213,378</u>	<u>100.00 %</u>
Excess (deficiency) of revenues over expenditures	(511,725)		372,033	
Transfers	<u>75,000</u>		<u>215,665</u>	
Net change in fund balance	\$ <u>(436,725)</u>		\$ <u>587,698</u>	
Fund Balance, end of year	\$ <u>4,812,071</u>		\$ <u>5,248,796</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 2010

**Public Health**

	<u>2010</u>		<u>2009</u>	
Revenues:				
Taxes	\$ 403,646	14.81%	\$ 362,971	10.95%
Fees and miscellaneous	240,485	8.83	334,638	10.10
Intergovernmental	2,073,848	76.11	2,602,547	78.54
Interest	<u>6,815.</u>	<u>.25</u>	<u>13,590</u>	<u>.41</u>
Total revenues	<u>2,724,794</u>	<u>100.00%</u>	<u>3,313,746</u>	<u>100.00%</u>
Expenditures	<u>2,916,790</u>		<u>2,955,233</u>	
Net change	\$ <u>(191,996)</u>		\$ <u>358,513</u>	

**County Highway**

Revenues	\$ 1,500,444	\$ 1,959,985
Expenditures	<u>1,346,279</u>	<u>2,523,833</u>
Net change	\$ <u>154,165</u>	\$ <u>(563,848)</u>

**RESOLUTION TO RECOMMEND NOT ELIMINATING FUNDING FOR THE STATE'S REGIONAL OFFICES OF EDUCATION**

**WHEREAS**, the Governor of the State of Illinois has recommended to the Illinois General Assembly that the state's financial standing is in peril requiring the implementation of strategic initiatives; and,

**WHEREAS**, among the strategic initiatives recommended by the Governor of the State of Illinois includes the elimination of funding for the state's Regional Offices of Education; and,

**WHEREAS**, the state's Regional Offices of Education have provided the education community with required professional development for improved learning for the children of Illinois; and,

**WHEREAS**, the state's Regional Offices of Education have conducted comprehensive operational reviews of schools and school districts ensuring compliance with the Illinois School Code and attendant rules and regulations in a high quality manner; and,

**WHEREAS**, the state's Regional Offices of Education have provided such valuable assistance in attaining grants and alternative sources of revenue to augment learning for the children of Illinois and ease the tax burden for the citizens of Illinois; and,

**WHEREAS**, the state's Regional Offices of Education have taken the leadership for the dissemination and implementation of Illinois State Board of Education Policies, Rules and Regulations; and,

**WHEREAS**, the state's Regional Offices of Education have remained at the forefront of the implementation of instruction aligned to the Illinois Learning Standards; and,

**WHEREAS**, the state's Regional Offices of Education have provided outstanding service for teachers seeking to gain and renew certification for employment; and,

**WHEREAS**, the state's Regional Offices of Education have conducted high quality compliance reviews, Teacher Institutes and Bus Driver Training; and,

**NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED** that the Board of Montgomery County, Illinois that:

- Section 1.** The state's Regional Offices of Education funding should not be eliminated.
- Section 2.** The Governor of the State of Illinois should not recommend elimination of said funding for Regional Offices of Education.
- Section 3.** The Illinois General Assembly should not approve the elimination of said funding for Regional Offices of Education.
- Section 4.** The County Board Chairman shall send a copy of this resolution to Governor Quinn and the State Representatives.
- Section 5.** This Resolution shall be in full force and effective immediately upon its passage.

PASSED this 12<sup>th</sup> day of April, 2011.

ATTEST:



  
Montgomery County Board Chairman, Mike Plunkett

RESOLUTION # 2011-5

APPROVING BY-LAWS OF THE MONTGOMERY COUNTY  
ENTERPRISE ZONE COMMITTEE

WHEREAS, it is in the interest of all communities in Montgomery County to have business developed and retained in the county,

NOW, THEREFORE, BE it resolved by the MONTGOMERY COUNTY BOARD of Montgomery County, Illinois approves the by-laws attached to this resolution describing the governance of the Montgomery County Enterprise Zone Committee;

NOW, THEREFORE, BE IT ALSO resolved that the MONTGOMERY COUNTY BOARD of Montgomery County, Illinois confirms the authority of its designated representative to act as set forth in the by-laws of the Montgomery County Enterprise Zone Committee and further resolves that the governing body of the MONTGOMERY COUNTY BOARD shall vote and act in conformance with the attached bylaws.

APPROVED and ADOPTED this 12<sup>th</sup> day of April, 2010

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

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

**Montgomery County, Illinois  
Enterprise Zone EZC  
Bylaws v. 3/21/2011**

**ARTICLE I**

**Name**

This organization shall be known as the Montgomery County Enterprise Zone Committee, hereafter referred to as EZC.

**ARTICLE II**

**Duties**

The Montgomery County EZC is the governing body of the Montgomery County Enterprise Zone. Duties of the EZC include:

- a) Review, then issue request for revisions, approval or denial of enterprise zone applications;
- b) Advise and assist Enterprise Zone Administrator in carrying out day-to-day administration of the zone. Such administration shall be consistent with the terms of the Montgomery County Enterprise Zone Intergovernmental Agreement and at the appointment of the Montgomery County Board Chairman.
- c) Review annual report of enterprise zone abatements in Montgomery County;
- d) Review and make recommendations for enterprise zone schedule of abatements consistent with Illinois Enterprise Zone Act;
- e) Oversee and approve of extension of county enterprise zone prior to expiration.

**ARTICLE III**

**Members**

**1. Permanent Members** - The business of the EZC shall be managed and controlled by the EZC Members. The following are, upon election to office, Members of the EZC:

- Board Chairman of the Montgomery County, Illinois Board
- Coalton Village President
- City of Coffeen Mayor
- City of Hillsboro Mayor
- Village of Irving President
- City of Litchfield Mayor
- City of Nokomis Mayor
- Raymond Village President
- Schram City Village President
- Taylor Springs Village President
- City of Witt Mayor

**2. Vacancies** - Any vacancy on the EZC shall be filled through resolution by the board of the unit of government which is affected by the vacancy.

**3. Other Committees** - The EZC may, by simple majority vote, create one or more committees, each of which will consist of one or more EZC Members and such other persons as the EZC may designate. Appointments to such committees shall be made by the Chairman with approval of a simple majority of the EZC.

#### **ARTICLE IV Meetings**

**1. Frequency** - The EZC shall meet within 15 days of the end of each enterprise zone reporting period as designated by the Illinois Department of Commerce and Economic Opportunity: March 31, June 30, September 30, December 31. Special meetings may be called by the Chairman, Vice Chairman or written recommendation of any three members of the EZC.

**2. Notice of Meetings** - Notice of all meetings of the EZC shall be given by mail or electronic mode at least seven days in advance, or by telephone not less than forty-eight hours prior to such meeting.

**3. Quorum** - At all meetings, a quorum of the members of the EZC are necessary to conduct the meeting.

**4. Public Notice** - Notice of all meetings of the EZC and its committees shall be given to the press and the public in accordance with the Open Meetings Act as codified in the Illinois Revised Statutes 5 ILCS 120, ch. 102, pars. 41-46.

**5. Voting** - All votes related to administration of the enterprise zone, including the expansion or contraction thereof, and also including changing the schedule of abatements, and also including the election of Vice Chairman, shall be determined by a simple majority of all directors when quorum has been met. Upon passage of any action by a majority of all the directors, the members of the Montgomery County Enterprise Zone, being the municipalities which are a part of said Enterprise Zone, shall cause the action of the majority of the directors to be adopted by each participating municipality. A two-thirds (2/3) vote of the full EZC is required to remove the Vice Chairman or to change the by-laws.

#### **ARTICLE V Officers**

**1. Number** - The officers of the Montgomery County EZC shall be two: Chairman and Vice Chairman.

**2. Election and Term of Office** - The Chairman of the Montgomery County EZC shall be the Montgomery County Board Chairman. The Vice Chairman shall be elected biennially from among the members of the EZC. Such election shall be by simple majority vote of the EZC. Election of Vice Chairman shall take place biennially at the third quarterly meeting of the EZC.

**3. Vacancies** - Any vacancy in the office of Chairman shall be filled by simple majority vote of the Montgomery County Board. Any vacancy in the office of Vice Chairman shall be filled by simple majority vote of the EZC. Such appointee shall fill out the remainder of the unexpired term of office.

**4. Chairman** - The Chairman shall preside at all meetings of the EZC. The Chairman shall supervise the affairs of the EZC and shall perform other duties as assigned by the EZC.

**5. Vice Chairman** - At the request of the Chairman, or in the Chairman's absence or disability, the Vice Chairman shall perform the duties of the Chairman. The Vice Chairman shall perform other duties assigned by the EZC.

**6. Removal** - The Vice Chairman may be removed from office by the affirmative vote of two-thirds (2/3) of all members at any regular or special meeting called for that purpose, for conduct detrimental to the interest of the EZC, for lack of sympathy with EZC objectives, or for refusal to render reasonable assistance in carrying out EZC purposes. Any officer proposed to be removed shall be entitled to at least seven (7) days notice in writing of the meeting of the EZC at which such removal is to be voted on, and shall be entitled to appear before and be heard by the EZC at such meeting.

#### **ARTICLE VI**

##### **Parliamentary Authority**

The current edition of Roberts Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with the intergovernmental agreement of the Montgomery County Enterprise Zone or the by-laws of the EZC.

#### **ARTICLE VII**

##### **Amendments**

Recommendations to amend these bylaws may be made by a two-thirds (2/3) vote of all the EZC members at a regular or special board meeting. Any proposed amendments or alterations in the bylaws shall be submitted in writing to the members at least seven (7) days in advance of the meeting at which they are to be acted upon.

Following a vote to recommend amending the by-laws, each unit of government represented on the EZC shall pass a resolution adopting the amended bylaws.

Version 3/21/2011

Montgomery County Resolution 2011 - 4

Whereas, it is necessary to appoint an authorized agent for the transaction of business between Montgomery County and the Illinois Municipal Retirement Fund, and

whereas, Montgomery County will have need for an authorized agent for said purpose as of April 12<sup>th</sup>, 2011, and

whereas, Liz Holcomb is an employee of the Montgomery County Treasurer's Office, and

whereas, Liz Holcomb will be handling payroll duties for Montgomery County, be it hereby resolved, that the Montgomery County Board does this date appoint Liz Holcomb as Authorized Agent of Montgomery County for the purpose of transacting business with I.M.R.F., on April 12<sup>th</sup>, 2011 and after.

This resolution passed this 12<sup>th</sup> day of April, 2011, by the Montgomery County Board.

Signed Michael Platt  
Chairman, Montgomery County Board

S E A L

Attest: Sandy Leithner  
Montgomery County Clerk



# NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 04/2010)

BOOK

11 PAGE 62

## INSTRUCTIONS

- Appointment of an Authorized Agent is to be made by adoption of a resolution by the governing body.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- If you have an Employer Access account through IMRF *Online*, the new Authorized Agent will need to register for a new User ID and update the account profile to reflect this change.

Employer Name <u>Montgomery County</u>	Employer IMRF I.D. Number <u>3045</u>
---	--

Authorized Agent's First Name Mr./Mrs. Dr./Ms. <u>Elizabeth A. Holcomb</u>	Middle Initial <u></u>	Last <u></u>	Jr., Sr., II, etc. <u></u>	Social Security Number <u>341 66 6552</u>
--	---------------------------	-----------------	-------------------------------	--

Type of governing body <u>County Board</u>
---

Date appointment made <u>04-04-11</u>	Effective date of appointment <u>04-12-11</u>	Position Title <u>Payroll Clerk</u>
--	--	--

Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (the Authorized Agent must be a participant in IMRF to file a petition or cast a ballot):

To file Petition for Nominations of an Executive Trustee of IMRF  Yes  No

To cast a Ballot for Election of an Executive Trustee of IMRF  Yes  No

X Elsa A Holcomb 04-04-11  
Signature of Authorized Agent Date

**Certification**

I, Sandy Leitheiser, do hereby certify that I am Clerk  
(Name) (Clerk or Secretary)

of the Montgomery County Board  
(Name of Employer)

and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.

SEAL

Sandy Leitheiser  
Signature of Clerk or Secretary

**Business Address**  
All correspondence and communications with the Authorized Agent are to be addressed as follows:

Name (if different from above)  
Mr./Mrs./Dr./Ms. Liz Holcomb

Business Address  
1 Courthouse Square, Room 101

City State and Zip + 4  
Hillsboro, IL 62049

Telephone (w/area code and extension) <u>217-532-9525</u>	Alternate telephone number (w/area code and extension) <u>217-532-9521</u>
FAX (w/area code) <u>217-532-9639</u>	Email address <u>lizh@montgomeryco.com</u>

Illinois Municipal Retirement Fund

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) • [www.imrf.org](http://www.imrf.org)

**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>, 2012. 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  
 140 Fullerton Avenue  
 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 12<sup>th</sup> day of April, 2011.

**Com2 Computers and Technologies, LLC**

By: \_\_\_\_\_

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

**Montgomery County:**

Michael J. [Signature]  
Montgomery County Board Chairman

Attest:  
Sandy [Signature]  
Montgomery County Clerk & Recorder



County Maintenance Resolution #2011-05  
Replaces #2010-10

RESOLVED: by the County board of Montgomery County, that \$1,150,000.00 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.

Approved

STATE OF ILLINOIS

Montgomery County, } ss.

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

Date

Montgomery County, at its November 9, 2010 meeting held at Hillsboro, Illinois on April 12, 2010 Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, Illinois in said County, this 12th day of April A.D. 2011

Regional Engineer

(SEAL) Sandy Leitheiser County Clerk.

Renovations of Historic Montgomery County Courthouse (May 6, 2011)

- **Base Bid (Essential Work) includes:** .....\$461,236.00
  - Replacement of Elevator (\$100,000 in grant funds)
  - Fire Alarm System
  - New Exterior Stair
    - Will include commensurate masonry work associated with replacing 2 windows with doors.
  - Work associated with raising the elevation of the floor in the 2<sup>nd</sup> floor offices (north addition)
    - Floor finishes
    - Ceilings/lighting
    - Electrical branch circuits
    - Telephone/data pathways
    - Toilet renovation
  - Construct access to southwest stair tower from 3<sup>rd</sup> floor
    - Construct corridor (w/walls/ceiling) to provide access from 3<sup>rd</sup> floor offices to southwest stair tower.
      - HVAC
      - Lighting
      - Finishes
- **Option 1 - Renovate 2<sup>nd</sup> floor offices** .....\$135,000.00
  - New finishes
    - Carpeting
    - Ceilings/lighting
    - Electrical branch circuits
    - Telephone/data
    - Walls/paint
    - Doors/trim – repair & repaint
    - HVAC (\$22,875 in grant funds)
- **Option 2 – Renovate 3<sup>rd</sup> floor offices** .....\$35,000.00
  - New Finishes
    - Carpeting
    - Ceilings/lighting
    - Electrical branch circuits
    - Telephone/data
    - Walls/paint
    - Doors/trim – repair & repaint
    - HVAC (\$35,625 in grant funds)
  - Built-in work stations/Casework
- **Option 3 – 1<sup>st</sup> Floor/Basement HVAC Work (\$56,250 in grant funds)** .....\$75,000.00
  - Limited HVAC work to utilize available grant funding with no work on 2<sup>nd</sup> or 3<sup>rd</sup> floors.
- **Option 4 – Replace currently non-functional A/C Units (\$11,250 in grant funds)** .....\$15,000.00

Orig. Jan. #'s

Subtotal of Base Project plus 4 Options (not including grant funds).....	\$721,236.00*	.....	\$1,160,814.00
Grant Funds.....	\$226,000.00**	.....	\$240,000.00
<b>Total County Funds to Pay for Proposed Work.....</b>	<b>\$495,236.00*</b>	<b>.....</b>	<b>\$920,814.00</b>

\*No work has been included for the County Board Room and no contingencies included. \*\* Approximately \$14,000 in grant funds not realized due to limited scope of work.

**AGREEMENT TO PURCHASE REAL ESTATE**

This Agreement entered into on the 10<sup>th</sup> day of May, 2011, by and between Montgomery County, Illinois, a municipal corporation, hereinafter referred to as "Buyer," and John Mekala, owner of Rehab Edge, LLC, herinafter referred to as "Seller."

**1. PROPERTY PURCHASED:** In consideration of the mutual promises herein contained, the Seller agrees to sell, and the Buyer agrees to buy, in accordance with the terms and conditions of the Contract, the following described real estate, situated in the City of Hillsboro, the County of Montgomery, and the State of Illinois, described as follows:

The South 16 Feet of Lot Two (2), and the North 46 Feet of Lot Seven (7) in the Original Town, now City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois; except any interest in the coal and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal and other minerals, if any.

The physical address of said property being 141 North Main, Hillsboro, Il. 62049.

**2. PRICE AND ADDITIONAL TERMS:** a) Buyer agrees to pay for said property the sum of \$14,045.00. Upon execution of this contract by both parties, Buyer shall pay the sum of One Thousand Dollars (\$1000.00) to Seller as earnest money to apply towards the purchase price. In the event Seller defaults in the performance of this contract, or if Buyer terminates this contract as hereafter provided, the earnest money shall be promptly returned to Buyer.

b) In addition to the above-stated price and as additional consideration for said purchase, the Buyer shall convey to Seller the following described parcel of real estate contemporaneous with the closing of the aforementioned property:

The South 40 feet of the East 64.00 feet of Lot 10 in the Original Town, now City, of Hillsboro, Illinois

c) The balance of the purchase price will be paid at closing in the form of a certified, cashier's or bank check, payable to Seller.

**3. EVIDENCE OF TITLE:** Seller shall provide Buyer prior to the closing and promptly after the acceptance of this offer, at Seller's expense an owner's policy of title insurance

in an amount equal to the purchase price, showing insurable title to the real estate in the name of Seller or Rehab Edge, LLC, subject only to easements and restrictions of record free and clear of all other liens and encumbrances. If the title policy fails to show marketable or insurable title in Seller, he shall have 30 days within which to cure said defects or Buyer may cancel this contract.

4. **POSSESSION OF THE PROPERTY:** Seller shall deliver to Buyer possession of the property in its present condition upon closing.

5. **RISK OF LOSS:** Seller and Buyer acknowledge that there are no substantial improvements on the property. However, Seller agrees to maintain the property until closing of the sale so that Buyer takes same in its present condition.

6. **CONVEYANCE:** It is agreed that the Property will be conveyed by Fee Simple Deed.

7. **SETTLEMENT EXPENSES:** State documentary stamps which are required to be affixed to the instrument of conveyance will be paid by Seller. Real estate taxes for the prior and current year will be prorated to the date of closing and will be the responsibility of Seller. Additionally, Seller will pay recording fees for all associated documents.

8. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller's remedy shall include the right of termination of this contract thereby releasing both parties from this contract and retaining the earnest money deposited herein. If Seller fails to comply with this contract, for any reason, Seller will be in default and Buyer may enforce specific performance, seek such other relief as may be provided by law, or terminate this contract, thereby releasing both parties from this contract together with the return of the earnest money.

9. **GENERAL CONDITIONS:** It is expressly agreed that this contract to purchase real estate includes the entire agreement of the parties. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Seller and Buyer. This agreement shall be interpreted and enforced in accord with the laws of the State of Illinois. No alterations or changes shall be made to this contract unless the same is in writing and signed and initialed by the parties hereto and made a part of this contract.

10. **TIME OF CLOSING:** Closing of the sale shall take place no more than \_\_\_\_\_ days after Buyer's receipt of a title insurance binder showing insurable title in Seller.

EXECUTED THIS 10<sup>th</sup> DAY OF May, 2011.

BUYER: Michael Plunkett  
Mike Plunkett, Montgomery County Board Chairman

ADDRESS: #1 Courthouse Square, Hillsboro, IL 62049

SELLER: \_\_\_\_\_  
John Mekala, for Rehab Edge, LLC

ADDRESS: \_\_\_\_\_, Hillsboro, IL 62049

Exhibit "A"

The South 16 Feet of Lot Two (2), and the North 46 Feet of Lot Seven (7) in the Original Town, now City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois; except any interest in the coal and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal and other minerals, if any.

Physical Address: 141 North Main, Hillsboro, IL 62049  
Tax Map No. 16-02-482-005

Send Future Tax Bills To:  
RehabEdge, LLC  
ATTN: John Mekala  
127 N Main Str  
Hillsboro IL 62049

Prepared by: Gary L. Swick, 107 S. Main, Hillsboro IL

RESOLUTION # 2011-05  
RESOLUTION APPROVING ABATEMENT OF TAXES  
ON REAL PROPERTY LOCATED IN THE  
MONTGOMERY COUNTY ENTERPRIZE ZONE

WHEREAS, the County of Montgomery, Illinois, and the Cities of Coffeen, Hillsboro, Litchfield, Nokomis and Witt, Illinois, and the Villages of Coalton, Irving, Raymond, Schram City and Taylor Springs, Illinois, have made known to the County of Montgomery its intention of applying for Enterprise Zone designation for a portion of the territory which lies within the County of Montgomery and said cities and villages; and

WHEREAS, both the initial designation of an Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/I et seq., as amended and the eventual success of an Enterprise Zone depend upon community support and the nature of incentives to be offered; and.

WHEREAS, this public taxing authority finds that Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF MONTGOMERY

The County of Montgomery hereby authorizes and directs the County Clerk to abate that portion of its taxes on real property located in the Montgomery County Enterprise Zone resulting from an increase in assessed valuation which is attributable to the construction of improvements or to the renovation or rehabilitation of existing improvements and subject to the following limitations:

- a) The authorized Enterprise Zone Administrator shall have filed with the County Clerk, prior to the extension of taxes, a "certification of abatement letter" and complied with all stipulations thereon.
- b) The abatement shall apply only to the taxes corresponding to an increase in assessed valuation after improvements (either new construction or renovation or rehabilitation) have been duly assessed and said abatement shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements.
- c) The abatement shall pertain only to that parcel within the enterprise zone which has been improved after the designation of the enterprise zone provided, however, that no such abatement shall be applicable to any such improvement project located within the boundaries of Tax Increment Financing District (TIF).
- d) Such abatement shall be at the rate established by the most current amended and approved Enterprise Zone Ordinance and Intergovernmental Agreement as recorded in the County Clerk's Office.
- e) The abatement is allowed only for improvements, the nature and scope of which building permits are required and have been obtained.

Dated this 10<sup>th</sup> day of May, 2011.

Sandy Leitheiser  
Signature: Clerk/Secretary  
Sandy Leitheiser  
Printed Name

Michael Plunkett  
Signature: Chairman/Mayor/President  
Michael Plunkett  
Printed Name

STATE OF ILLINOIS  
COUNTY OF MONTGOMERY

RESOLUTION 2011- 6

A RESOLUTION ESTABLISHING FEES FOR CIVIL UNION  
LICENSE AND CERTIFIED COPIES

WHEREAS, the State of Illinois has enacted the "Illinois Religious Freedom Protection and Civil Union Act" 750 ILCS 75/1, which becomes effective June 1, 2011, and

WHEREAS, a fee for the Civil Union License and fee for a Certificate of Civil Union must be Established, and

WHEREAS, the County Clerk recommends a fee of \$45.00 for each Civil Union License which includes a \$5.00 fee imposed by the State of Illinois for the "Married Families Domestic Violence Fund," and

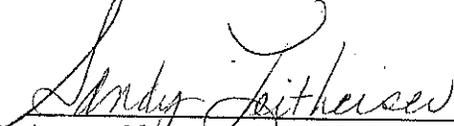
WHEREAS, the County Clerk recommends a fee of \$10.00 for each Certified Copy of Civil Union and \$4.00 for each additional Certified Copy of Civil Union requested at the same time as the first copy.

NOW, THEREFORE, BE IT ORDAINED, by the Montgomery County Board, that the following fees be established:

Civil Union Licenses	\$45.00
Certified Copy of Civil Union License	\$10.00
Additional Certified Copy of Civil Union License	\$ 4.00

Passed by the Montgomery County Board on May 10<sup>th</sup>, 2011.

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

  
\_\_\_\_\_  
Attested by: Sandy Leitheiser  
County Clerk  
Montgomery County, Illinois

Ordinance

ORDINANCE NUMBER 2011-07  
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 10th day of May, 2011, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21

PRESENT 19

AYE 19

NAY 0

*Sandra Lethbrun*  
Clerk of Montgomery County, Illinois

FILED  
OCT 10 2011

*Sandra Lethbrun* COUNTY CLERK

APPROVED by the Chairman of the Montgomery County Board, this 10th day of May, 2011.

*Michael J. Pelt*  
Chairman of Montgomery County, Illinois

FILED  
OCT 10 2011

*Sandra Lethbrun* COUNTY CLERK

OCT 19 2011

## Intergovernmental Agreement

COUNTY  
CLERK

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.

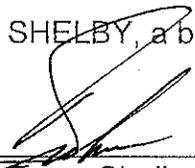
And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

## WITNESSETH:

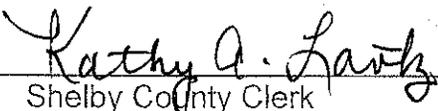
1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section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

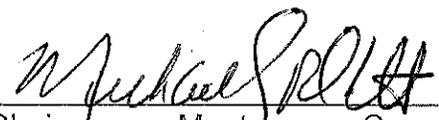
COUNTY OF SHELBY, a body politic and corporate

By:   
Chairperson, Shelby County Board

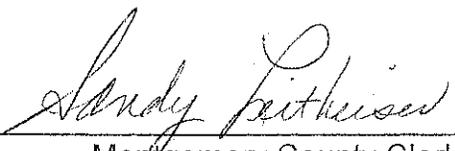
ATTEST:

  
Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By:   
Chairperson, Montgomery County Board

ATTEST:

  
Montgomery County Clerk

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2011-06

**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
1090 B-CA E 19 <sup>th</sup> Road	Nokomis Road District	50 %	10,825.44
	Montgomery County	50 %	10,825.44
TOTAL =		100 %	\$ 21,650.88

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

Approved and adopted by the Montgomery County Board this 10th day of May, 2011.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2011-07

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

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

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

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

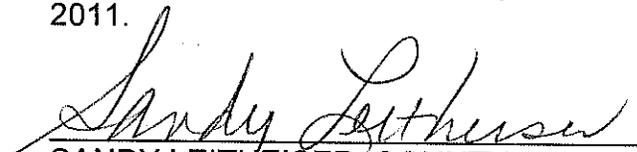
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1091 B-CA Dutchmans Avenue	Walshville Road District	50 %	750.75
	Montgomery County	50 %	750.75
TOTAL =		100 %	\$ 1,501.50

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

Approved and adopted by the Montgomery County Board this 10th day of May, 2011.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)





*AGREEMENT*

Between Montgomery County Board, (hereinafter, for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter, for brevity, termed "University").

WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and

WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension Unit at Montgomery County and the expansion thereof so as to meet the needs of citizens interested in said Unit; and

WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit:

THEREFORE, it is hereby agreed by and between Grantor and University as follows:

1. For and during the period of twelve months beginning with July 1, 2011 \_\_\_\_\_, and ending with June 30, 2012 \_\_\_\_\_, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$ 154,910 , to be paid by Grantor to University in    Quarterly,    Monthly,   X Annual payments of \$ 154,910 . All payments to be completed by June 30, 2012 \_\_\_\_\_.

2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such work during said period an amount at least equivalent to said sum paid it by Grantor.

3. University further agrees that during said period it will meet the cost of said work, which includes, but is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be made available to the University through the extension Unit council.

4. It is understood between Grantor and University that the said contribution to be made to University by Grantor will be used along with public and other funds available to University for carrying on said work in the state of Illinois during said twelve months' period, a portion of which will be allocated by University to carrying on said work in said Unit during said period.

Dated this 14<sup>th</sup> day of ~~May~~ June, 2011

Montgomery County Board

PO Box 122 Hillsboro, IL 62049

GRANTOR

(Name of Organization)  
(Address of Organization)

By Michael Spill  
(Authorized Signature)

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

\_\_\_\_\_  
Regional Director  
University of Illinois Extension

Date

\_\_\_\_\_  
Director or Designee  
University of Illinois Extension

Date

\*Standard form approved by Legal Counsel 7/20/93

02/15/11:alz

Resolution No. 2011- 08

A RESOLUTION AND REAPPORTIONMENT PLAN OF THE  
COUNTY OF MONTGOMERY

WHEREAS, 55 ILCS 5/2-3001, et seq., provides for the reapportionment of counties having population of less than 3,000,000 inhabitants and with a township form of government; and

WHEREAS, said statutes require the County Board to determine the size of the County Board to be elected; the method by which such County Board members shall be elected; the method by which the County Board Chairman shall be elected; and the amount of compensation to be paid the members of the County Board; and

WHEREAS, the Montgomery County Board has determined that the County Board shall consist of 21 members to be elected from 7 County Board Districts, with three members to be elected from each District.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Montgomery County Board shall consist of 21 members, to be elected from 7 Districts as set forth in Exhibit A (consisting of five pages and attached hereto) with three members to be elected for each District.

BE IT HEREBY FURTHER RESOLVED that the Chairman of the Montgomery County Board shall be elected by the members of the Montgomery County Board, commencing following the election of November, 2012 and every two years thereafter.

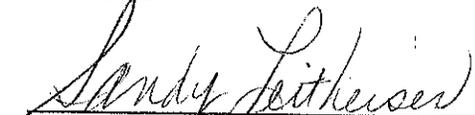
BE IT HEREBY FURTHER RESOLVED that the members of the Montgomery County Board shall be paid compensation on a per diem basis as follows, pursuant to previous resolution: \$75.00 per day for County Board Meetings plus mileage. Pursuant to previous resolution, the Chairman of the County Board shall be paid \$7500.00 per year.

Duly presented, adopted and passed this 14<sup>th</sup> day of June, 2011.



Mike Plunkett, Chairman  
Montgomery County Board

ATTEST:



Sandy Leitheiser, County Clerk

**DISTRICT 1:** Bois D'arc  
Harvel  
Territory in Raymond Precinct including Village of Raymond  
Pitman  
Zanesville  
NE Territory E of I-55 from North Litchfield #1  
Territory in rural Butler Grove  
TOTAL: 3936 (2% variance)

**DISTRICT 2:** Audubon  
Nokomis #1  
Nokomis #2  
Nokomis #3  
Nokomis #4  
Nokomis #5  
Rountree  
Territory of rural Raymond Township/Precinct  
TOTAL: 3922 (3% variance)

**DISTRICT 3:** East Fork #3  
Newly formed East Fork #4 that excludes City of Coffeen  
Fillmore  
Irving  
South Fillmore  
Witt #1  
Witt #2  
Witt #3  
TOTAL: 4063 (1% variance)

**DISTRICT 4:** East Fork #1  
East Fork #2  
Grisham #1  
Grisham #2  
Walshville  
Hillsboro #6  
Territory of Hillsboro #5  
TOTAL: 4055 (0.5% variance)

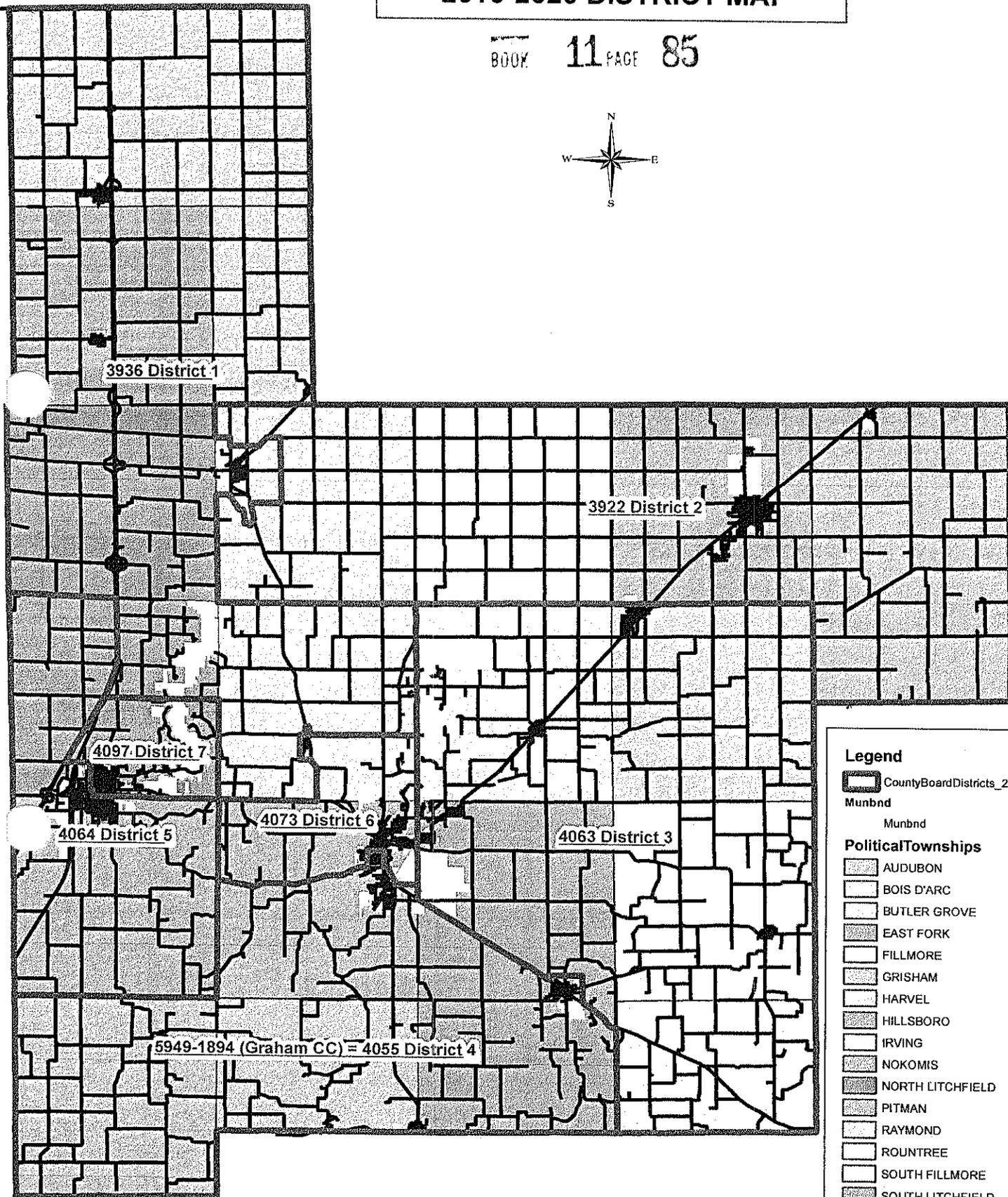
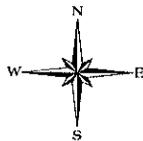
**DISTRICT 5:** South Litchfield #1  
South Litchfield #2  
South Litchfield #3  
South Litchfield #4  
North Litchfield #4  
W of I-55 Territory of North Litchfield #1  
TOTAL: 4064 (1% variance)

**DISTRICT 6:** Hillsboro #1  
Hillsboro #2  
Hillsboro #3  
Hillsboro #4  
Two Territories from Hillsboro #5  
SE Territory of Butler Grove including Village of Butler  
TOTAL: 4073 (1% variance)

**DISTRICT 7:** SE Territory E of I-55 from North Litchfield #1  
North Litchfield #2  
North Litchfield #3  
North Litchfield #5  
North Litchfield #6  
TOTAL: 4,097 (2% variance)

# MONTGOMERY COUNTY BOARD 2010-2020 DISTRICT MAP

BOOK 11 PAGE 85



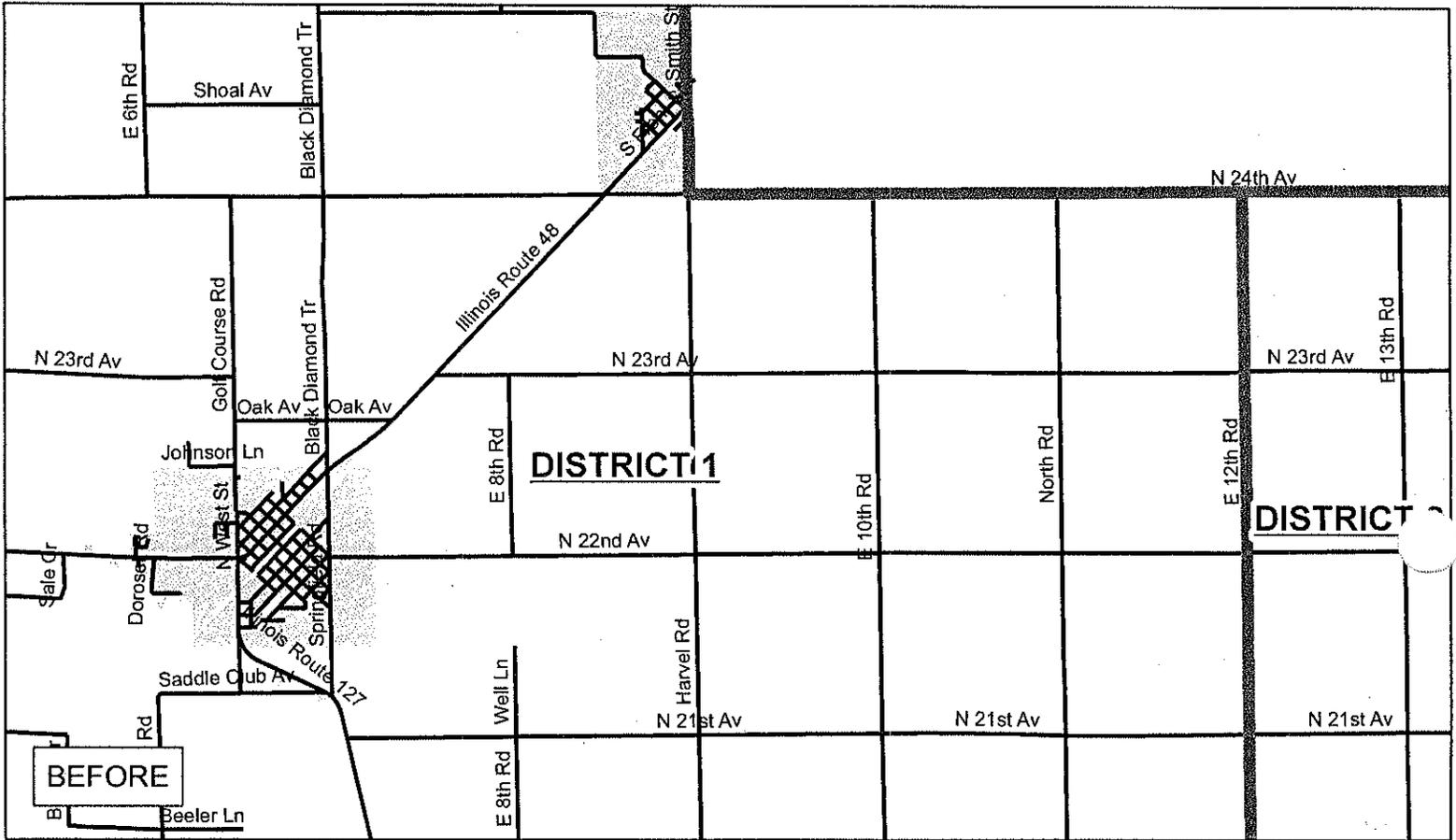
**Legend**

- CountyBoardDistricts\_2010
- Munbnd
- Munbnd
- PoliticalTownships**
- AUDUBON
- BOIS D'ARC
- BUTLER GROVE
- EAST FORK
- FILLMORE
- GRISHAM
- HARVEL
- HILLSBORO
- IRVING
- NOKOMIS
- NORTH LITCHFIELD
- PITMAN
- RAYMOND
- ROUNTREE
- SOUTH FILLMORE
- SOUTH LITCHFIELD
- WALSHVILLE
- WTT
- ZANESVILLE

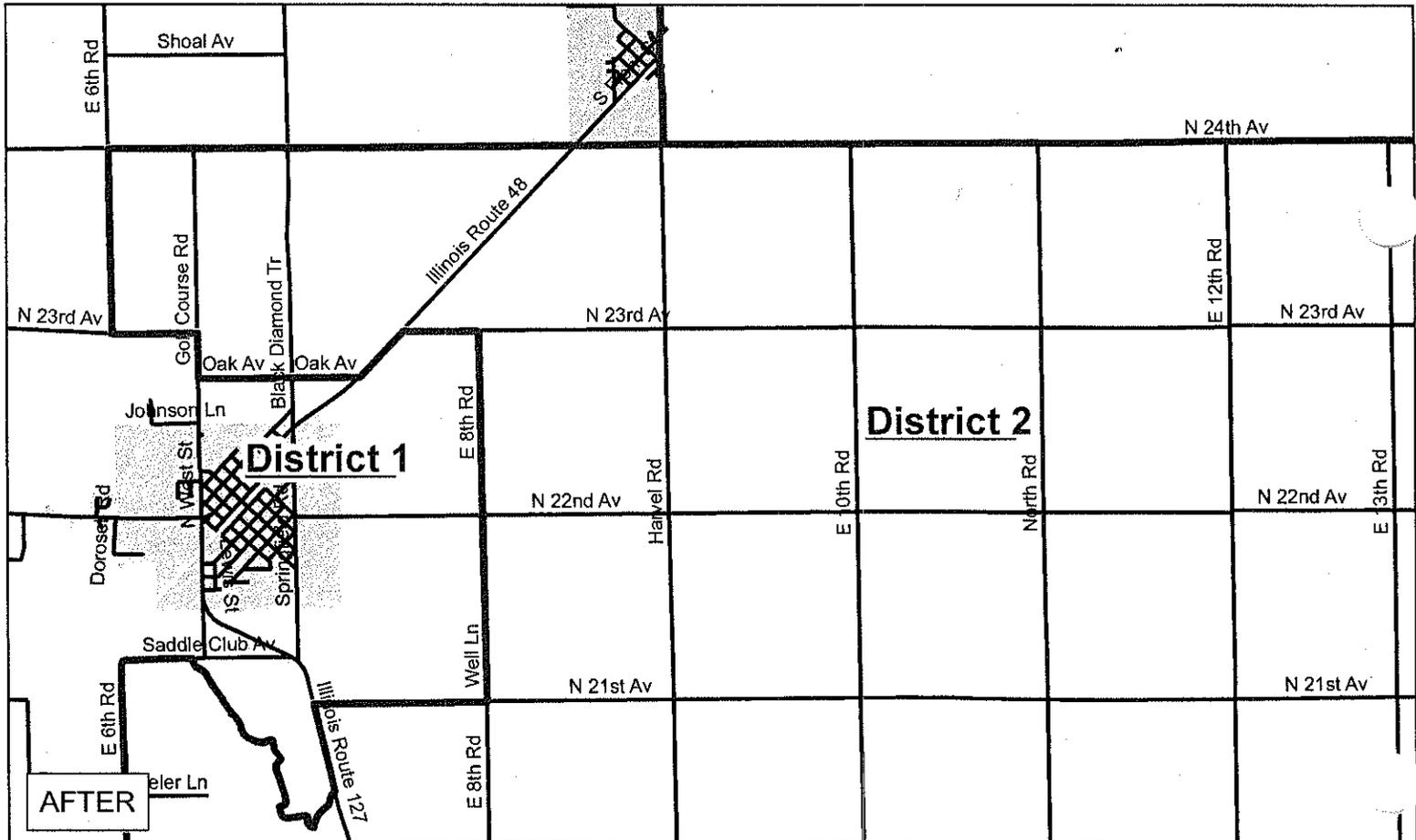
# MONTGOMERY COUNTY BOARD 2010-2020 DISTRICT MAP CHANGES

BOOK

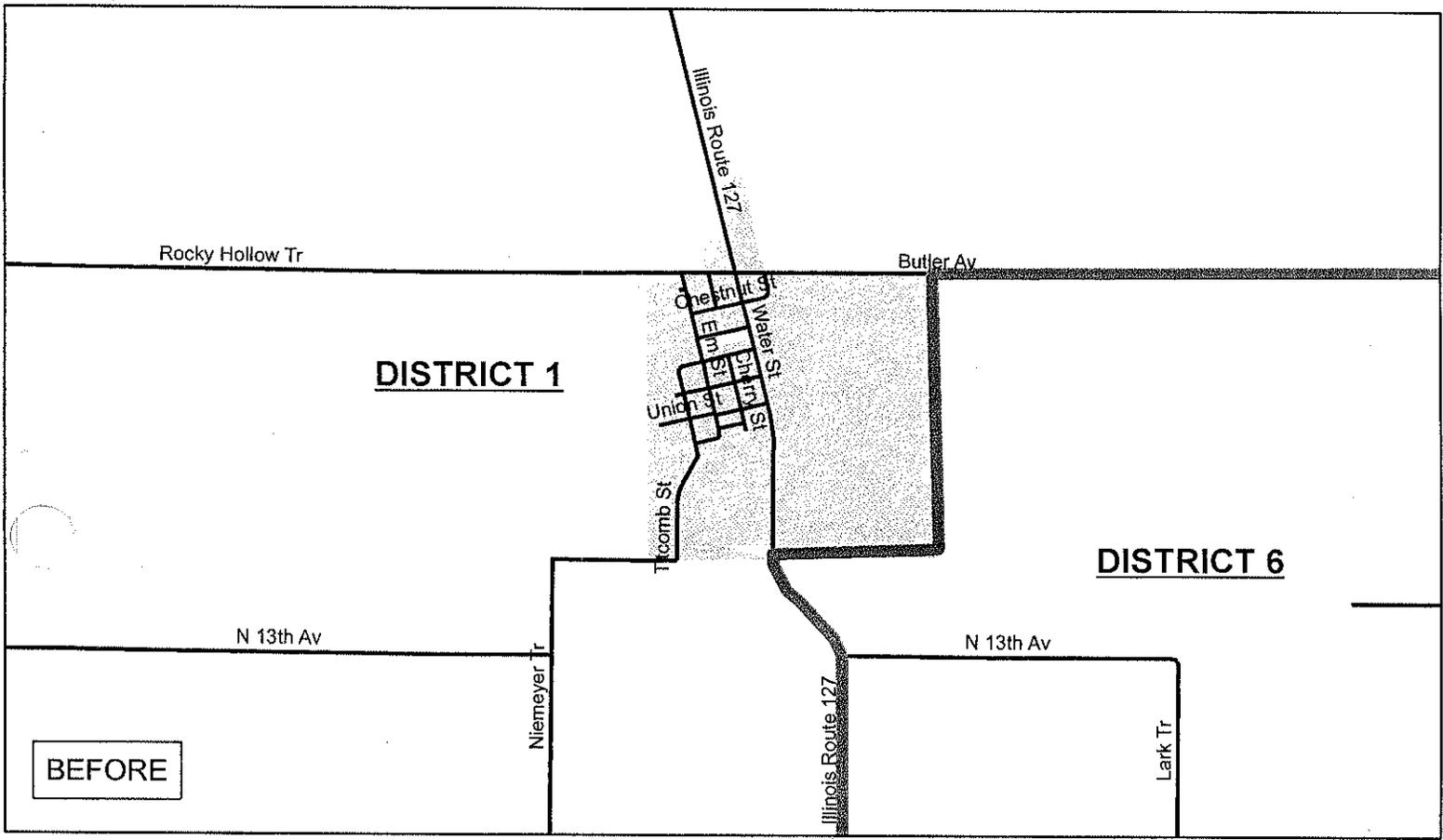
11 PAGE 86



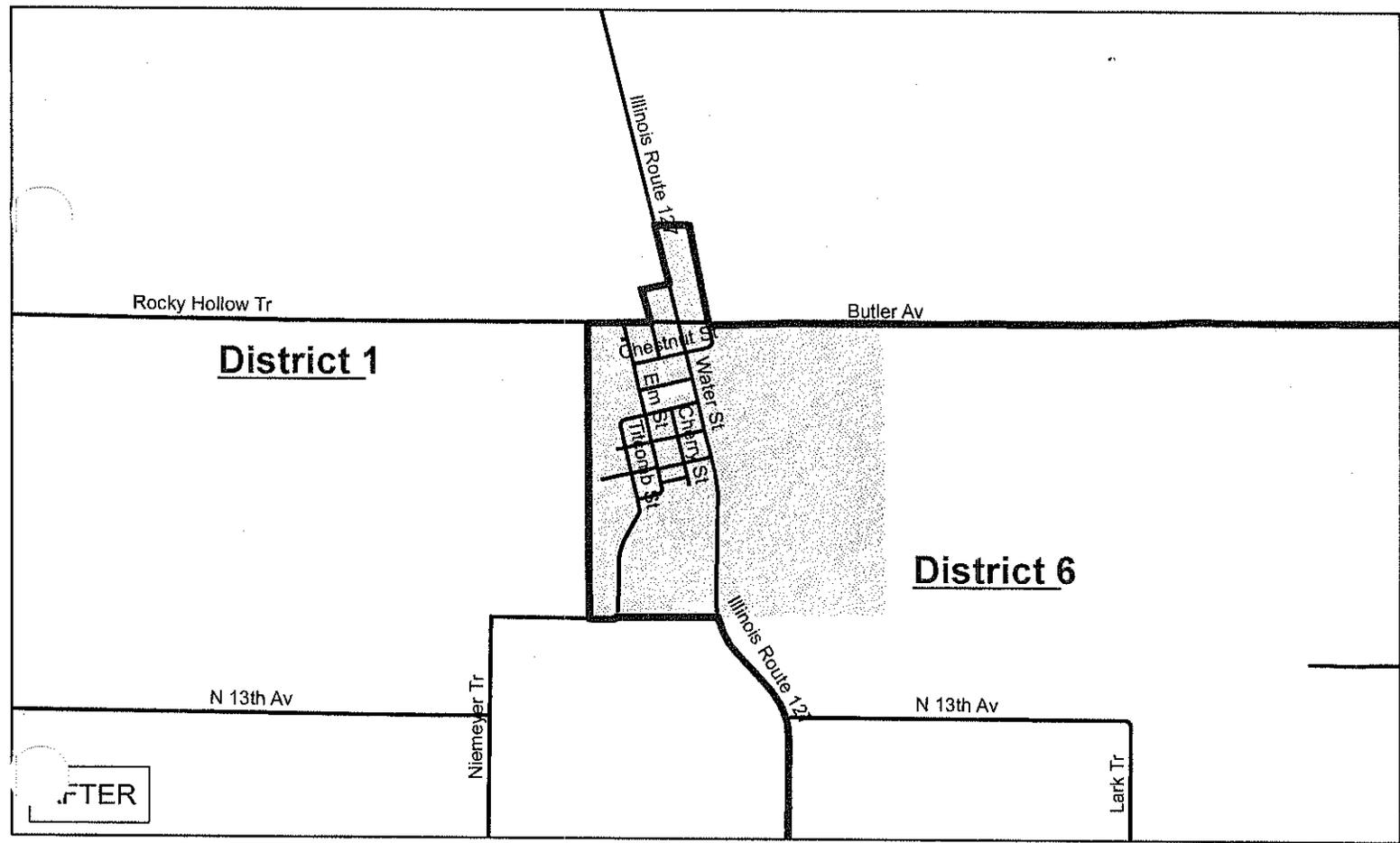
## RAYMOND



**MONTGOMERY COUNTY BOARD  
2010-2020 DISTRICT MAP CHANGES**

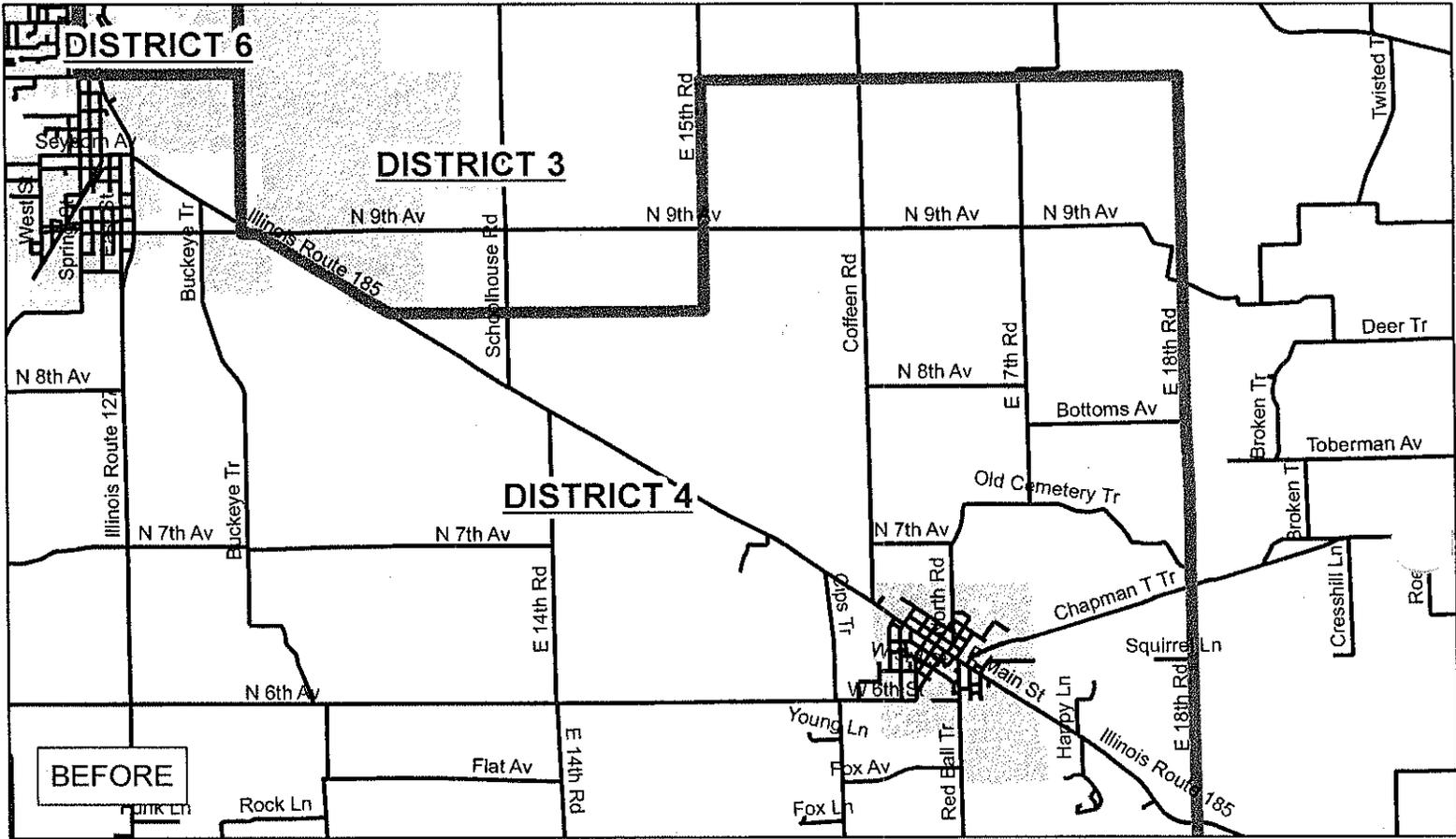


**BULTER**

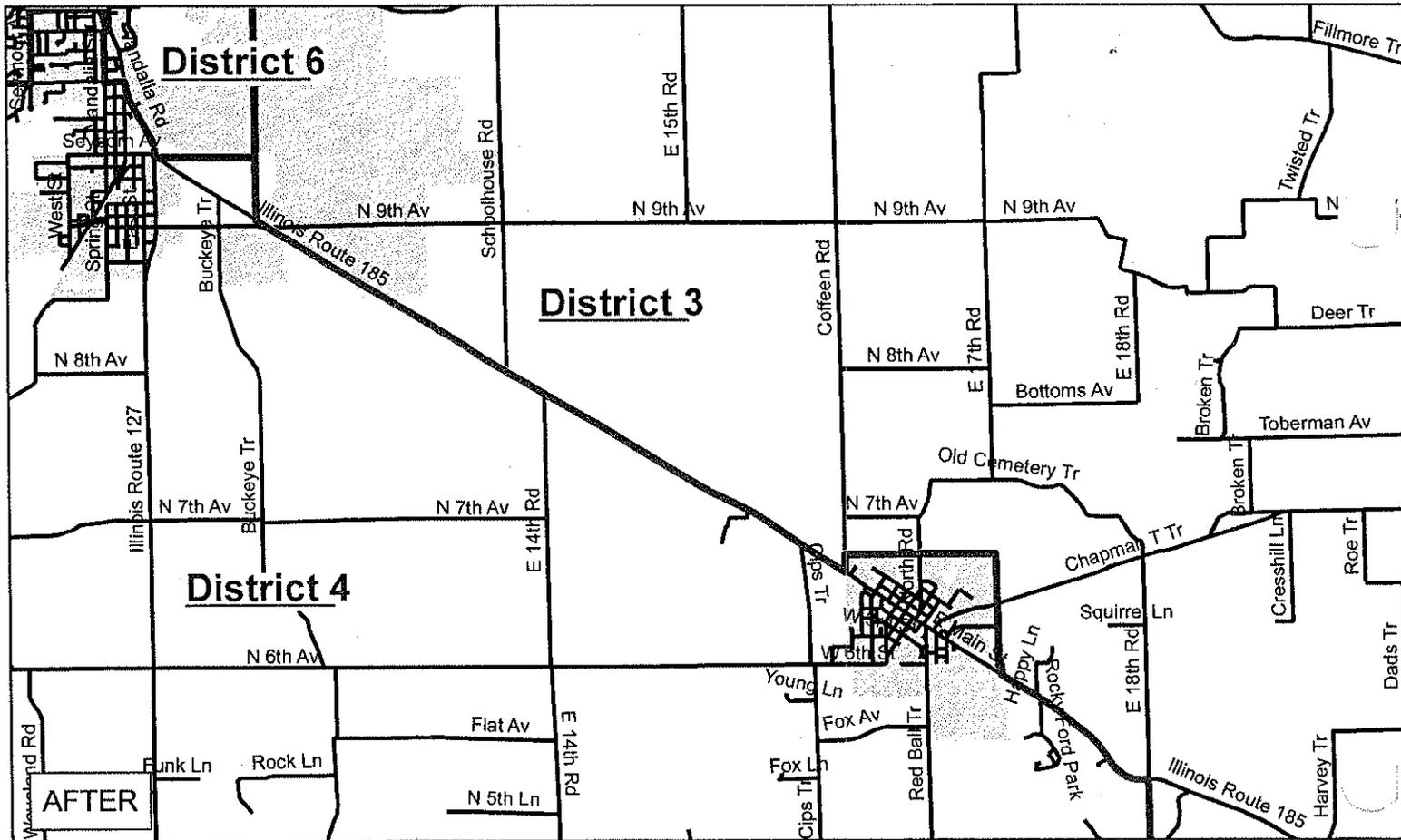


**AFTER**

# MONTGOMERY COUNTY BOARD 2010-2020 DISTRICT MAP CHANGES



COFFEEN



A Resolution for Boundary Changes Affecting Two Montgomery County Precincts Pursuant to the Provisions of Illinois Compiled Statutes 10 ILCS 5/11-2

WHEREAS, the Illinois Compiled Statutes provides for the division, by the County Board, of election precincts to situate their boundaries within a single County Board district after each decennial census redistricting is complete, and

WHEREAS, the Illinois Revised Statutes also requires that election precincts be contained within contiguous territory in as compact form as possible, and

WHEREAS, the County Board believes, and hence finds, that the hereinafter described precincts boundary change is in the best interests of the County.

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

- 1. That present East Fork Precinct #4 is hereby divided as follows:
  - A. All territory contained in the City Limits of Coffeen be hereby designated to be excluded from East Fork Precinct #4.
- 2. That present East Fork Precinct #1 is hereby divided as follows:
  - A. All territory contained in the City Limits of Coffeen be hereby designated to be included within East Fork Precinct #1.

WHEREAS, this Resolution modifies and amends any and all prior election precinct Resolutions passed by the Montgomery County Board, and except to the extent herein modified and amended, said Resolutions shall remain in full force and effect.

WHEREAS, if any provision of this Resolution be declared to be invalid by a Court of competent jurisdiction, such invalid provision shall not affect the validity of the remaining provisions of this Resolution and the provisions hereof shall be considered, and are hereby declared to be severable.

WHEREAS, this Resolution shall become effective upon its adoption as required by law.

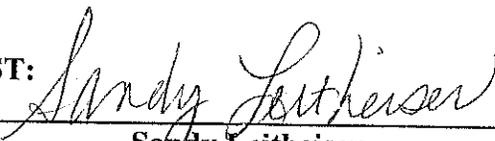
WHEREAS, the County Clerk shall cause a certified copy of this Resolution to be forwarded to the Board of Elections, Springfield, Illinois immediately upon its adoption, as required by the Illinois Revised Statutes 10 ILCS 5/11-6.

The vote on the adoption of this Resolution was as follows:

Ayes: 21 Nays: 0 Absent: 0

Adopted this 14<sup>th</sup> day of June, 2011.

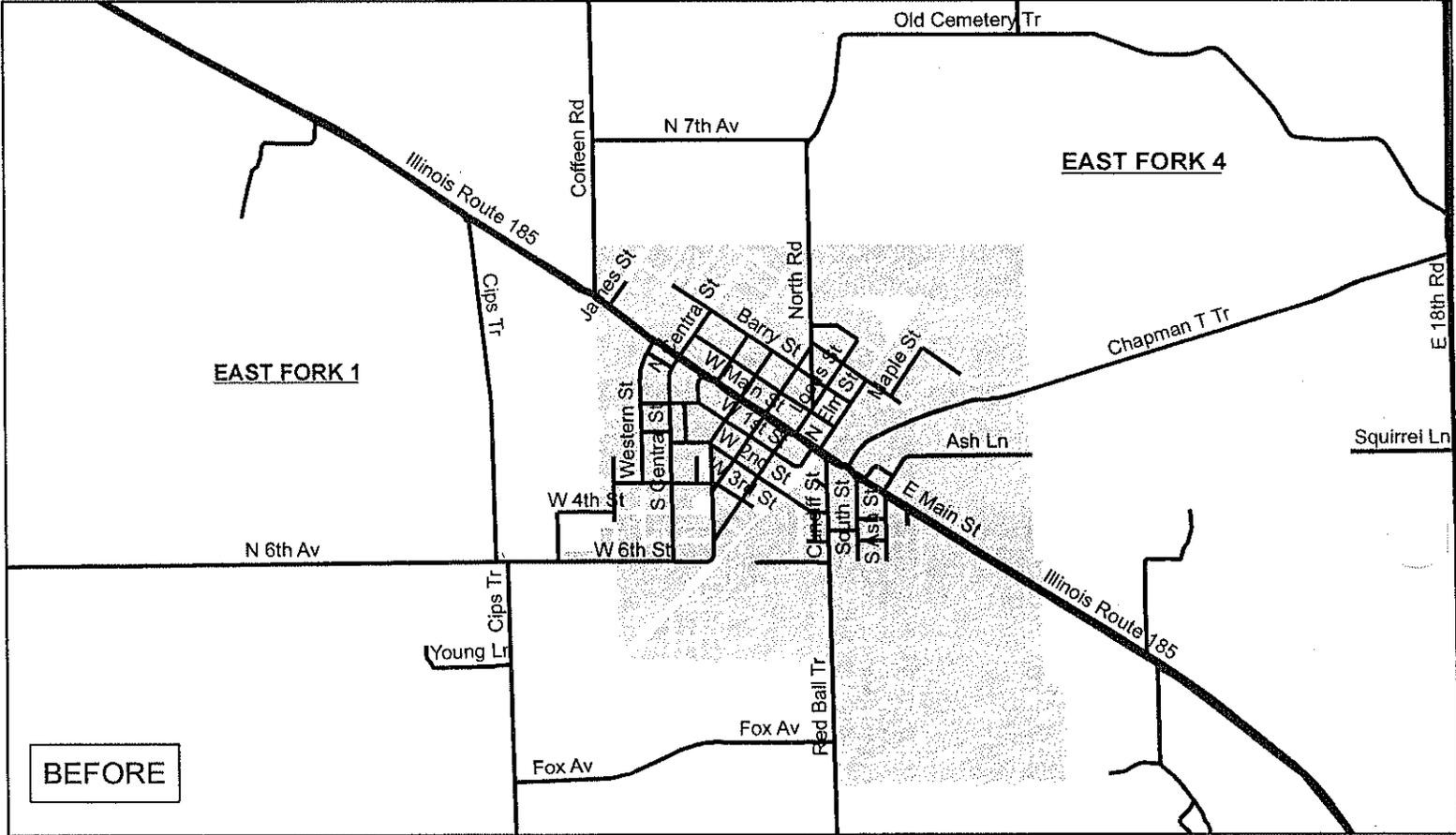
  
Mike Plunkett  
Chairman, Montgomery County Board

ATTEST:   
Sandy Leitheiser (SEAL)  
County Clerk

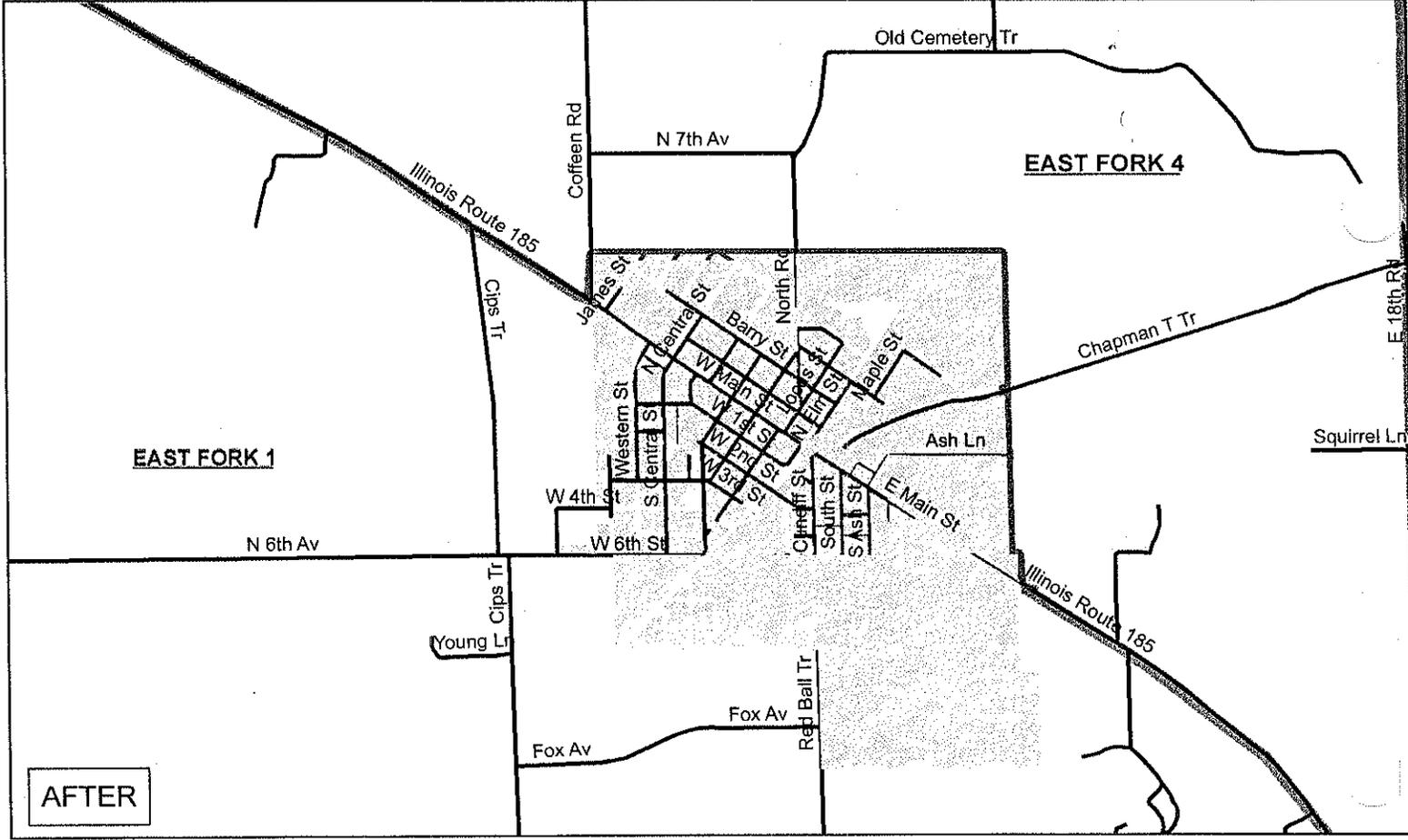
# MONTGOMERY COUNTY-PRECINCT CHANGE 2011



BOOK 11 PAGE 90



COFFEEN



**MONTGOMERY COUNTY, ILLINOIS  
IDENTITY-PROTECTION POLICY**

The **Montgomery County Board** adopts this Identity-Protection Policy pursuant to the Identity Protection Act. 5 ILCS 179/1 *et seq.* The Identity Protection Act requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers agencies collect, maintain, and use. It is important to safeguard Social Security numbers (SSNs) against unauthorized access because SSNs can be used to facilitate identity theft. One way to better protect SSNs is to limit the widespread dissemination of those numbers. The Identity Protection Act was passed in part to require local and State government agencies to assess their personal information collection practices, and make necessary changes to those practices to ensure confidentiality.

**Social Security Number Protections Pursuant to Law**

Whenever an individual is asked to provide this Office with a SSN, **ALL MONTGOMERY COUNTY OFFICES** shall provide that individual with a statement of the purpose or purposes for which that **MONTGOMERY COUNTY OFFICE** is collecting and using the Social Security number. Each **MONTGOMERY COUNTY OFFICE** shall also provide the statement of purpose upon request. That Statement of Purpose is attached to this Policy.

**ALL MONTGOMERY COUNTY OFFICES** shall not:

- 1) Publicly post or publicly display in any manner an individual's Social Security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.
- 2) Print an individual's Social Security number on any card required for the individual to access products or services provided by the person or entity.
- 3) Require an individual to transmit a Social Security number over the Internet, unless the connection is secure or the Social Security number is encrypted.
- 4) Print an individual's Social Security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the Social Security number to be on the document to be mailed. SSNs may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the Social Security number. A Social Security number that is permissibly mailed will not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

In addition, all **MONTGOMERY COUNTY OFFICES** shall not<sup>1</sup>: collect, use, or disclose a Social Security number from an individual, unless:

<sup>1</sup> These prohibitions do not apply in the following circumstances:

(1) The disclosure of Social Security numbers to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's Social Security number will be achieved.

1. required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the Social Security number is otherwise necessary for the performance of the **MONTGOMERY COUNTY OFFICES'** duties and responsibilities;
  - ii. the need and purpose for the Social Security number is documented before collection of the Social Security number; and
  - iii. the Social Security number collected is relevant to the documented need and purpose.
- 2) Require an individual to use his or her Social Security number to access an Internet website.
- 3) Use the Social Security number for any purpose other than the purpose for which it was collected.

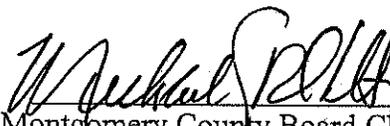
*Requirement to Redact Social Security Numbers*

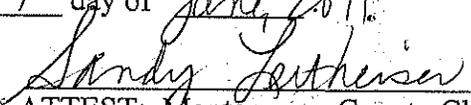
All **MONTGOMERY COUNTY OFFICES** shall comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's Social Security number. All **MONTGOMERY COUNTY OFFICES** shall redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting Social Security numbers, all **MONTGOMERY COUNTY OFFICES** shall request each SSN in a manner that makes the SSN easily redacted if required to be released as part of a public records request. "Redact" means to alter or truncate data so that no more than five sequential digits of a Social Security number are accessible as part of personal information.

*Employee Access to Social Security Numbers*

Only employees who are required to use or handle information or documents that contain SSNs will have access. All employees who have access to SSNs are trained to protect the confidentiality of SSNs.

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

Approved this 14<sup>th</sup> day of June, 2011.  
  
 \_\_\_\_\_  
 ATTEST: Montgomery County Clerk

- 
- (2) The disclosure of Social Security numbers pursuant to a court order, warrant, or subpoena.
  - (3) The collection, use, or disclosure of Social Security numbers in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
  - (4) The collection, use, or disclosure of Social Security numbers for internal verification or administrative purposes.
  - (5) The disclosure of Social Security numbers by a State agency to any entity for the collection of delinquent child support or of any State debt or to a governmental agency to assist with an investigation or the prevention of fraud.
  - (6) The collection or use of Social Security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

# What does THIS MONTGOMERY COUNTY, ILLINOIS Office do with your Social Security Number?

## Statement of Purpose for Collection of Social Security Numbers Identity-Protection Policy

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy that includes a statement of the purpose or purposes for which the agency is collecting and using an individual's Social Security number (SSN). This statement of purpose is being provided to you because you have been asked by this Montgomery County, Illinois office to provide your SSN or because you requested a copy of this statement.

### Why do we collect your Social Security number?

You are being asked for your SSN for one or more of the following reasons:

- Complaint mediation or investigation;
- Crime victim compensation;
- Vendor services, such as executing contracts and/or billing;
- Law enforcement investigation;
- Child support collection;
- Internal verification;
- Administrative services; and/or
- Other: \_\_\_\_\_

### What do we do with your Social Security number?

- We will only use your SSN for the purpose for which it was collected.
- We will not:
  - Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
  - Publicly post or publicly display your SSN;
  - Print your SSN on any card required for you to access our services;
  - Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
  - Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

### Questions or Complaints about this Statement of Purpose

Write to the MONTGOMERY COUNTY STATE'S ATTORNEY  
120 North Main St.  
Hillsboro, IL 62049



# Township Officials of Illinois

3217 Northfield Drive • Springfield, Illinois 62702

BRYAN E. SMITH  
Executive Director

Toll Free (866) 897-4688  
Telephone (217) 744-2212  
Fax (217) 744-7419  
Website [www.toi.org](http://www.toi.org)

MICHAEL J. (Mickey) GORAL  
President

## Memorandum

**To:** Township Supervisor  
**From:** Bryan E. Smith, Executive Director  
**Date:** March 1, 2011  
**Re:** Identity Protection Policy

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Public Act 96-874, approved last year requires all units of local government, including townships, to adopt an Identity Protection Policy by June 1, 2011.

The Illinois Attorney General's Office has just now made available a "draft policy" and has made it available for local governments to use. Enclosed please find a copy of a "draft policy" that has been revised for use by townships. This policy needs to be approved by your township board to ensure the confidentiality and integrity of Social Security numbers that the township may obtain. Please pass the "sample" policy and file it in your township records after adoption to ensure your township is in compliance.

If you have any questions regarding the "sample policy", please feel free to contact Christine Nielsen in the Illinois Attorney General's Office at 312.814.6796.



ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
DCEO GRANT APPLICATION – PART II



INTERGOVERNMENTAL COOPERATION AGREEMENT

Montgomery County, Illinois, seeks to support the efforts of the West Central Development Council, Inc. to obtain CDBG Disaster Recovery Public Infrastructure Program funds from the Illinois Department of Commerce and Economic Opportunity for the purpose of developing a strategy and preparing grant applications to help the county and it's communities recover from the storms resulting from Hurricane "Ike" in 2008. As the chief executives of our respective local governments, we are signing this agreement to cooperate as much as needed to accomplish these improvements.

The West Central Development Council, Inc., is hereby designated as the lead agency for this application and will be the applicant for the funds. The West Central Development Council, Inc., will be liable for all program administration functions should the grant be awarded.

Michael Pelt  
County Chairman

Joseph Wood  
WCDC Chairman

Sandy Leithner  
Attest

Kenny Barr  
Attest

Date: 8/18/11

NOTE: This general form (or a suitable variation) is to be used by local government applicants whose proposed project or project area involves more than one jurisdiction. It is a required part of any "on behalf of" or joint application with appropriate modifications as may be required to fit local conditions.

DATE July 2011

In accordance with the provisions of the Illinois Emergency Management Act (P.A. 87 - 168, January 1, 1992) and the Illinois Civil Defense Act as adopted by the Montgomery County Board of, August 4<sup>th</sup> 1994 the Chairman of the Montgomery County Board is authorized to cause to be prepared and maintained a comprehensive emergency management plan and program for the County of Montgomery. This Montgomery County Emergency Operation Plan (EOP) has been developed and updated to meet this requirement. The Plan has been developed in cooperation with representatives of Emergency Response Groups, County Offices or agencies, the American Red Cross and other volunteer agencies. Montgomery County EMA is responsible for coordination of this effort.

The Plan identifies the hazards which the County is vulnerable; sets down responsibilities of all County and volunteer agencies and outlines a means for the County's resources to be used to assist the citizens and political subdivisions of the County. The planning authorities and responsibilities conveyed to the individual agencies are recognized and acknowledged.

The Plan describes a coordination mechanism for response to and recovery from disasters and incidences arising there from. On my implementation, all agencies shall abide by and cooperate fully with the provisions described or referenced herein.

All tasked organizations' responsibility to prepare and maintain standard operating procedures (SOPs) and commit them to the training, exercising, and plan maintenance efforts needed to support the Emergency Operation Plan is declared.

As *County Board Chairman*, I affirm my support for emergency management in *Montgomery County*.

Sincerely,



Mike Plunkett  
County Board Chairman  
Montgomery County

MONTGOMERY COUNTY EMERGENCY OPERATIONS PLAN

Michael Plunkett  
MONTGOMERY COUNTY BOARD CHAIRMAN  
Mike Plunkett

6-14-11  
Date

Jim Moore  
MONTGOMERY COUNTY EMA CHAIRMAN  
Jim Moore

6-14-11  
Date

Diana Holmes  
MONTGOMERY COUNTY EMA COORDINATOR  
Diana Holmes

6/16/2011  
Date

Sandy Leithaiser  
MONTGOMERY COUNTY CLERK  
Sandy Leithaiser

6-14-11  
Date

APPROVED: Date 6/14/11

S.W. Krushas  
IEMA REGION 8 COORDINATOR  
Stan Krushas

7-6-11  
Date

AUTHENTICATION

If any section, clause, or other provision of this plan shall be invalid, the invalidity thereof shall not affect any other provision of this plan.

All regulations and/or parts of regulations, conflicting with any of the provisions of this plan, shall be replaced.

This emergency operation plan shall be in force and effect the date of its approval by the Montgomery County Board Chairman.

Approved this 14<sup>th</sup> day of June, 2011.

By: Michael Plunkett  
Montgomery County Board Chairman  
Mike Plunkett

By: Jim Moore  
Montgomery County EMA Board Chairman  
Jim Moore

By: Diana Holmes  
Montgomery County EMA Coordinator  
Diana Holmes

By: Sandy Leitheiser  
Montgomery County Clerk  
Sandy Leitheiser

## SIGNATURE PAGE

We, the undersigned, have read, written, or approved our respective part or parts of the Montgomery County Emergency Operations Plan. I accept the duties and responsibilities as assigned and written, and acknowledge the relationships thereby established. I further agree to provide to the extent possible, manpower, equipment, and material to perform the assigned duties.

Signed: S.W. Krushas Date: 7-6-11  
 Illinois Emergency Management Agency - Region 8  
 Stan Krushas

Signed: Michael Plunkett Date: 6/14/2011  
 Montgomery County Board Chairman  
 Mike Plunkett

Signed: Jim Moore Date: 6/14/2011  
 Montgomery County EMA Board Chairman  
 Jim Moore

Signed: Diana Holmes Date: 6/16/2011  
 Montgomery County EMA Coordinator  
 Diana Holmes

Signed: Jim Yazzi Date: 6/14/2011  
 Montgomery County Sheriff  
 Jim Yazzi

Signed: Sandy Leitheiser Date: 6/14/2011  
 Montgomery County Clerk  
 Sandy Leitheiser

Signed: Chris Matoush Date: 6/15/11  
 Montgomery County State's Attorney  
 Christopher Matoush

## RECORD OF DISTRIBUTION

1. Illinois Emergency Management Agency, Region # 8 – (1)
2. Montgomery County Board – (1)
3. Montgomery County Board Chairman –(1)
4. Montgomery County EMA Board Chairman- (1)
5. Montgomery County Vice Chairman – (1)
6. Montgomery County Emergency Management Agency Coordinator (1)
7. Montgomery County Sheriff (1)
8. Montgomery County Ambulance 5 Districts – (Hillsboro, Litchfield, Nokomis/Witt, Raymond/Harvel, Farmersville/Waggoner) *EMS Annex Only* - (1ea.)
8. Montgomery County Health Department – (1)
9. MCSOCD - (1)
10. Hillsboro Area Hospital – Hillsboro – (1)
11. St. Francis Hospital – Litchfield – (1)
12. Montgomery County Fire Service 10 Departments Complete (Hillsboro, Coffeen, Fillmore, Nokomis, Witt, Raymond/Harvel, Farmersville/Waggoner, Shoal Creek, Litchfield, Taylor Springs. –(1ea.)
13. EMA Alternate – (1)

**RECEIPT OF PLAN**

I hereby acknowledge that I have received # \_\_\_\_\_ copy(s) of the Montgomery County Emergency Operations Plan (Complete or In-Part) from the Montgomery County Emergency Management Agency.

I also understand this document contains privileged information, and any reproduction or duplication requires prior written approval from the Emergency Management Agency Coordinator.

Date Received: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Dept. / Organization: \_\_\_\_\_



**PLAN ABSTRACT**

The Basic Section of the Montgomery County Emergency Operations Plan is an overview of the approach to emergency management in Montgomery County. It established the general foundation for coping with major emergencies and disasters. The Basic Plan Section explains the general concept of operations and assignment of responsibilities for emergency planning and operations.

The functional annexes to the Emergency Operations Plan provide more information for carrying out assigned tasks. It emphasizes responsibilities, tasks, procedures, and actions that relate to the function being covered, (Public Information, Law Enforcement, Public Health, etc.). The annexes are written for emergency responders of Montgomery County.

Checklists appear at the end of each functional annex. These are intended as a quick reference for the assigned tasks, responsibilities, procedures, and actions that are appropriate for that particular annex.

**PLANNING GOALS**

The goal in the planning process of this Emergency Operations Plan was to develop the capabilities of the various organizations who would be involved in a major emergency/disaster situation to better enable them to save lives and protect property.

Montgomery County Emergency Management Agency's goal is also to develop this plan to improve community awareness and emergency response for Montgomery County. This will be done by developing our plan to allow agencies to work together in an organized team effort. Montgomery County EMA has on file a list of county resources that can be called in if necessary.

The purpose of our county's mandated and approval of our EOP is to give written comprehensive emergency/disaster response and authority within the County of Montgomery during such incidents so all agencies can work more effectively together.

Reviewed / Updated

Date: 01/2011 By: D. Holmes

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

*Andrea Leithner*  
COUNTY CLERK

THIS AGREEMENT, is made and entered into this 1st day of July in the year of 2011, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from and after July 1, 2011, Upon the following terms and conditions:

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

Sunday: 0000 to 2400  
Monday: 0000 to 0800 and 1600 to 2400  
Tuesday: 0000 to 0800 and 1600 to 2400  
Wednesday: 0000 to 0800 and 1600 to 2400  
Thursday: 0000 to 0800 and 1600 to 2400  
Friday: 0000 to 0800 and 1600 to 2400  
Saturday: 0000 to 2400

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

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

3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield Residents to contact police services.

5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$125,000 plus \$10 for all calls to Montgomery County 911 from the City of Litchfield service area over 12,000 for the contract year. Said fee will be paid in twelve monthly installments of \$10,416.66. Any amount due over the \$125,000 annual fee shall be paid within 30 days of the final day of the contract year.
6. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.
7. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.
8. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.
9. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
10. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and vest welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
11. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
12. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
13. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.

- 14. The term of this agreement will continue for a period of one (1) year, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
- 15. A review of this document is to be conducted annually, prior to the city's and county's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

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

COUNTY OF MONTGOMERY

By: Michael P. Blahut  
County Board Chairman

ATTEST: Sandy Lutz  
County Clerk

CITY OF LITCHFIELD:

BY: Thomas E. Jones  
City of Litchfield Mayor

ATTEST: Denise M. Squares  
City Village Clerk

Approved: William J. Anderson  
Litchfield Police Chief

Approved: Shirley D. [Signature]  
Montgomery County Sheriff

**DELEGATION AGREEMENT**

**BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
AND MONTGOMERY COUNTY**

**A JOINT AND COOPERATIVE SOLID WASTE MANAGEMENT SITE INSPECTION,  
INVESTIGATION AND ENFORCEMENT PROGRAM**

**I. AUTHORITY**

The Illinois Environmental Protection Agency ("Illinois EPA") is an agency established in the executive branch of State government, having the duty and authority, inter alia, to conduct a program of continuing surveillance and of regular or periodic inspection of refuse disposal sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, et seq., (2002)) ("Act"), and regulations adopted thereunder ("regulations").

The County of Montgomery ("County") is a unit of local government organized and existing under the laws of Illinois. The Montgomery County Environmental Protection Dept., an agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County. Article VII, Section 10, Constitution of Illinois, 1970, provides in part:

- a) Units of local government . . . may contract . . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . .

Section 4(r) of the Illinois Environmental Protection Act (415 ILCS 5/4(r)) (2002), provides:

The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.

1. The Illinois EPA hereby delegates its solid waste management site inspection, investigation and enforcement authority, pursuant to the terms and conditions

of this Delegation Agreement and Enforcement Management System, to the County. All inspecting, investigating and enforcement functions not specifically delegated in this Delegation Agreement are retained by the Illinois EPA. Other than to the Montgomery County Environmental Protection Dept., the County shall not subdelegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Solid waste management site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County are expressly excluded from the delegation of authority in this Delegation Agreement.

## **II. PURPOSE**

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting solid waste management sites in the County, for sharing information obtained regarding solid waste disposal in the County, and for follow-up activity in situations where violations of environmental laws are detected.

## **III. DEFINITIONS**

As used herein, the term "remedial action" includes, but is not limited to, those actions consistent with any technical remedy or clean-up undertaken at a solid waste management site. Remedial actions include, but are not limited to, storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, clean-up of released contaminants, recycling or re-use, diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers, collection of leachate and runoff, on-site treatment or incineration, monitoring, closure and post-closure activity, and any action involving Illinois EPA permits or approvals.

As used herein, the term "solid waste management site(s)" or "site(s)" means permitted sanitary landfills, permit exempt landfills, open dumps, or other types of solid waste storage, transfer, treatment or disposal sites, including but not limited to compost sites, deep wells, pits, ponds, lagoons, or impoundments. This term does not refer to solid waste management sites or those portions of a solid waste management site that manage "hazardous waste," as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County.

As used herein, the term "inspection" and "investigation" includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and reproduction of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

#### **IV. RESPONSIBILITIES OF THE COUNTY**

##### **A. INSPECTION AND INVESTIGATION**

Pursuant to this Delegation Agreement, the County through the Montgomery County Environmental Protection Dept., shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to make inspections and conduct investigations of solid waste management sites under the Act and regulations adopted thereunder. The County shall inspect and investigate solid waste management sites as well as enforce applicable provisions of the Act and regulations in accordance with the Enforcement Management System ("EMS") that is provided to the County by Illinois EPA. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA or others pursuant to the EMS may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act.

The County shall conduct their inspection, investigation and enforcement program in accordance with the EMS. The EMS requires, in addition to other program operations, various

time constraints applicable to program operations, along with forms and written formats to be utilized. The parties recognize that the Illinois EPA may, from time to time, change the EMS and the revised EMS is forwarded to the County.

Before any employee of the County inspects or investigates a solid waste management site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections and investigations. County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employees as to all aspects of proper inspection and investigation, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) days following the successful completion of such training course. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employees so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) days following the successful completion of such training course after demonstrating competency to the Regional Manager.

**B. ENFORCEMENT**

The Illinois EPA recognizes that the County State's Attorney has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations of any section of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct all non-hazardous solid waste management site inspection, investigation and enforcement pursuant to the terms and conditions

of the Delegation Agreement. Further, the County agrees to utilize the EMS, to the degree applicable, when by reason of this Delegation Agreement, a case is developed by the certified inspector and results in the issuance of Administrative Citation or referral for formal enforcement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement and EMS, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the County State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the Illinois EPA for remedial actions is to utilize, to the fullest extent possible, the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action it initiates outside the format of the Delegation Agreement and EMS, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agrees that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with one another with any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including

the matter of regularly scheduled Enforcement Decision Group ("EDG") meetings. The Agency strongly suggests that these meetings be held: when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for rejection.

The County agrees that its employees shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a solid waste management site in the County.

**V. RESPONSIBILITIES OF THE ILLINOIS EPA**

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections of solid waste management sites in the County. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action outside the format of the Delegation Agreement and EMS, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings.

The Illinois EPA agrees that its employees shall cooperate fully and completely with the County, including, but not limited to, review all reports and provide guidance and recommendations for improved quality, responding to questions, offering testimony in any enforcement matter instituted against a solid waste management site in the County. Nothing in this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and regulatory discretion regarding inspection, investigation or enforcement matters.

**VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS**

The Illinois EPA shall, consistent with Section 7 of the Act 415 ILCS 5/7, forward to the County copies of all applications for solid waste management site permits and/or supplemental permits, variances and adjusted standards as they are received for solid waste management sites in the County. The Illinois EPA shall also forward to the County copies of each permit application approval and denial. The issuance of solid waste management site permits, variances and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA. The County shall forward any written statements regarding any applications for solid waste management site permits and/or supplemental permits to the Illinois EPA, Manager - Permits Section, Bureau of Land.

The County shall comply with the provisions of 415 ILCS 5/7 and 2 Ill. Adm. Code 1828.202 relating to the non-disclosure of any confidential information received from the Illinois EPA under this Delegation Agreement. In addition, the County shall comply with Part 130 of the Illinois Pollution Control Board regulations involving companies with trade secret information.

**VII. GENERAL PROVISIONS**

If the Illinois EPA provides an Enforcement Grant to the County, it shall be issued in accordance with the Procedures for Issuing Solid Waste Planning and Enforcement Grants as set forth at 35 Ill. Adm. Code 870, as amended from time to time; and such funds shall be used by the County only for purposes set forth in said Enforcement Grant. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available funds for this agreement.

## INSPECTIONS AND INVESTIGATIONS

The County shall maintain a formalized record of all inspections, compliance, formal enforcement and Administrative Citation activities. The information recorded shall include: (1) relevant dates; (2) number of inspections; (3) facilities inspected; (4) volume in cubic yards of refuse or waste remediated at open dump sites; (5) the status of all compliance and enforcement activities; and (6) the amount of any penalties, interest or restitution collected or due and owing. The Administrative Citation payment process works in this way. The violator will make out two separate checks: one to the Illinois EPA for half of the amount of the fine and one to the delegated partner for the other half of the fine. This will make it possible for each creditor to directly take collection action for a portion due to it. This information shall be made available to the Illinois EPA upon request.

### **1. INSPECTION REPORT FORMS**

Each time a Inspector conducts an inspection or investigation of a solid waste management site, the Inspector shall utilize and complete an inspection report that consists of: (1) an inspection checklist; (2) a narrative; (3) a site sketch or map; (4) photographs documenting site conditions; and (5) any appropriate supporting documents. While conducting inspections and investigations, the Inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes. After completing the inspection or investigation, the Inspector shall complete the inspection report within thirty (30) days after the date of the inspection. The Inspector shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections or investigations.

The original completed report should be maintained by the Montgomery County Environmental Protection Dept.; one copy shall be forwarded to the Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to the Illinois EPA,

Bureau of Land, Waste Reduction and Compliance Section.<sup>1</sup> Copies of the inspection report should be forwarded to the Illinois EPA and the owner and operator no later than thirty-five (35) days after the date of the inspection or investigation. Inspection report forms and/or inspection checklists shall be supplied to the County by the Illinois EPA. If at any time in the future the Illinois EPA changes an inspection report form, the County shall begin using the new inspection report form immediately upon receiving copies from Illinois EPA.

## 2. INSPECTION SCHEDULE

Before conducting any independent inspections or investigations pursuant to the Delegation Agreement, the Inspector must first be certified by Illinois EPA after completing a training program<sup>2</sup> supervised or approved by the Illinois EPA. Before conducting an inspection or investigation of an Illinois EPA permitted site, the Inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the pollution control facilities within their jurisdiction on a schedule under its scope of work in their Program's Fact Sheet handed out at the performance evaluation meetings. The County and Illinois EPA understand that it will be necessary for the County to conduct impromptu inspections or investigations of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection or investigations, but this is to be the exception rather than the usual course of operation.

Inspections and investigations of open dump sites will be on an as-needed basis. Additionally,

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<sup>1</sup> 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

<sup>2</sup> Any training program for County Inspectors shall include, but not be limited to, actual, supervised inspections of solid waste sites.

the County shall conduct inspections and investigations of any site subject to the Delegation Agreement and EMS upon the request of Illinois EPA and upon any citizen complaint alleging violations of the Act and regulations.

The County shall forward to Illinois EPA copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement or EMS.

From time to time, Illinois EPA engages in inspections and investigations with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections and investigations are outside the scope of the Delegation Agreement and EMS. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the County State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Springfield, BOL Regional Manager<sup>3</sup>, Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement and EMS, and the Environmental Administrator of the Montgomery County Environmental Protection Dept. shall be the County's representative.

#### **VIII. EFFECTIVE DATE - TERMINATION - AMENDMENT - SEVERABILITY**

The Delegation Agreement shall take effect on the date of signing by all parties, and shall remain in effect until **June 30, 2016** unless terminated earlier by either party giving thirty (30) days prior written notice of termination to the other party. The Delegation Agreement and EMS

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<sup>3</sup> The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes. The Illinois EPA has a regional office in the region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties. In the case of the Chicago Metropolitan Area this work has been assigned to the Public Service Administrator in Illinois EPA's Chicago office.

may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County's inspection and enforcement program. Illinois EPA and the County may elect to extend this Delegation Agreement and EMS under terms and for a period of time to be agreed upon. Amendment of the Delegation Agreement and EMS may be made at the sole discretion of Illinois EPA upon written notice to the County.

It is the intent of Illinois EPA and the County that this Delegation Agreement shall stand on its own merit and shall not be affected by the issuance, failure to issue or termination of any Enforcement Grant. The Delegation Agreement and EMS shall terminate or be amended only as specified herein. If the Delegation Agreement and EMS are terminated, any Enforcement Grant provided by the Illinois EPA to the County shall automatically be terminated.

If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY ACCEPTED AND AGREED TO:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

MONTGOMERY COUNTY

By: Lisa Bonnett  
Lisa Bonnett, Interim Director

By: Michael Plunkett  
Signature

Date: 5/16/11

Michael Plunkett  
Type or Print Name

County Board Chairman  
Title

Date: 6/14/11

Attest: \_\_\_\_\_  
Signature

Attest: Sandy Leithiser  
Signature

\_\_\_\_\_  
Type or Print Name

Sandy Leithiser  
Type or Print Name

\_\_\_\_\_  
Title

County Clerk  
Title

Date: \_\_\_\_\_

Date: 6/14/11

ER:jab\Montgomerydelagr2016.docx

ORDINANCE # 2011-10

ORDINANCE ESTABLISHING PREVAILING WAGE RATES

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

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works," approved June 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<sup>11</sup> 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.

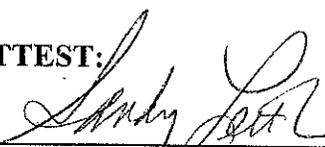
SECTION 5: The Board of Trustees shall promptly file a certified copy of this Ordinance with BOTH the Secretary of State Index Division and the Department of Labor of the State of Illinois.

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 14<sup>th</sup> day of June, 20<sup>11</sup>.

APPROVED:

  
\_\_\_\_\_  
CHIEF PRESIDING OFFICER

ATTEST:  
  
\_\_\_\_\_  
SECRETARY/CLERK

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

**CERTIFICATION OF PREVAILING WAGE ORDINANCE**

I, Sandy Leitheiser, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 14<sup>th</sup> day of June, 2011, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 14<sup>th</sup> day of June, 2011.

(SEAL)

Sandy Leitheiser  
Clerk/Secretary

ATTEST:

Michael P. [Signature]  
Chief Presiding Officer/ Title

# Montgomery County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		25.130	25.630	1.5	1.5	2.0	5.050	12.82	0.000	0.800
ASBESTOS ABT-MEC		BLD		28.710	29.710	1.5	1.5	2.0	6.400	2.500	0.000	0.000
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		28.290	30.110	1.5	1.5	2.0	7.250	9.430	2.000	0.500
CARPENTER		BLD		28.850	31.100	1.5	1.5	2.0	7.350	12.25	0.000	0.420
CARPENTER		HWY		28.950	30.700	1.5	1.5	2.0	7.350	12.00	0.000	0.420
CEMENT MASON		ALL		30.250	31.250	1.5	1.5	2.0	8.000	10.35	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			35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000	0.270
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			24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000	0.180
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			39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000	0.300
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			25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000	0.190
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	5.350	6.540	0.000	0.500
ELECTRICIAN	NW	BLD		34.220	36.220	1.5	1.5	2.0	5.350	7.600	0.000	0.400
ELECTRICIAN	SW	ALL		36.300	38.480	1.5	1.5	2.0	6.720	7.440	0.000	0.540
ELECTRONIC SYS TECH	E	BLD		30.630	32.380	1.5	1.5	2.0	5.250	5.240	0.000	0.250
ELECTRONIC SYS TECH	W	BLD		29.920	31.670	1.5	1.5	2.0	3.200	7.400	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		42.195	47.470	2.0	2.0	2.0	10.53	10.71	2.530	0.000
GLAZIER		BLD		30.780	32.780	1.5	2.0	2.0	6.130	7.650	0.000	0.330
HT/FROST INSULATOR		BLD		36.260	37.260	1.5	1.5	2.0	7.150	10.46	0.000	0.500
IRON WORKER	N	BLD		29.140	31.140	1.5	1.5	2.0	5.860	10.78	0.000	0.600
IRON WORKER	N	HWY		29.640	31.140	1.5	1.5	2.0	5.860	10.78	0.000	0.600
IRON WORKER	S	ALL		30.350	32.350	1.5	1.5	2.0	6.360	11.85	0.000	0.420
LABORER		ALL		24.630	25.130	1.5	1.5	2.0	5.050	12.82	0.000	0.800
LATHER		BLD		28.850	31.100	1.5	1.5	2.0	7.350	12.25	0.000	0.420
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	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		29.620	31.870	1.5	1.5	2.0	7.350	11.94	0.000	0.420
MILLWRIGHT		HWY		30.990	32.740	1.5	1.5	2.0	7.350	12.39	0.000	0.420
OPERATING ENGINEER		BLD	1	32.000	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	2	30.870	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	3	26.390	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	4	26.450	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	5	26.120	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	6	32.550	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	7	32.850	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	8	33.130	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		BLD	9	34.000	35.000	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	1	30.500	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	2	29.370	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	3	24.890	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	4	24.950	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	5	24.620	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	6	31.050	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	7	31.350	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	8	31.630	33.500	1.5	1.5	2.0	8.050	15.50	0.000	1.000
OPERATING ENGINEER		HWY	9	32.500	33.500	1.5	1.5	2.0	8.050	15.50	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
PILEDRIIVER		BLD		29.350	31.600	1.5	1.5	2.0	7.350	12.25	0.000	0.420
PILEDRIIVER		HWY		29.950	31.700	1.5	1.5	2.0	7.350	12.00	0.000	0.420

PIPEFITTER	NE BLD	39.170	42.820	1.5	1.5	2.0	7.000	7.180	0.000	0.400
PIPEFITTER	SW BLD	35.800	37.590	2.0	2.0	2.0	4.400	8.360	0.000	0.200
PLASTERER	BLD	30.250	31.250	1.5	1.5	2.0	8.000	8.250	0.000	0.050
PLUMBER	NE BLD	39.170	42.820	1.5	1.5	2.0	7.000	7.180	0.000	0.400
PLUMBER	SW BLD	35.800	37.590	2.0	2.0	2.0	4.400	8.360	0.000	0.200
ROOFER	BLD	27.450	29.950	1.5	1.5	2.0	7.800	5.750	0.000	0.400
SHEETMETAL WORKER	ALL	31.390	32.890	1.5	1.5	2.0	6.430	6.490	1.890	0.360
SPRINKLER FITTER	BLD	36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	0.350
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	30.460	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 2	30.890	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 3	31.120	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 4	31.380	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	ALL 5	32.200	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 1	24.370	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 2	24.710	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 3	24.900	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 4	25.100	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER	O&C 5	25.760	0.000	1.5	1.5	2.0	10.05	4.775	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 PILEDRIEVERS (NORTH) - The area north of Route 108, running east to Route 55, then north to Routes 48/127, east following Route 48 from Raymond to Harvel.

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

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

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

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

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

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

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

The following list is considered as those days for which holiday rates

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER AND MARBLE FINISHER

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

#### ELECTRONIC SYSTEMS ELECTRICIAN

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

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

#### OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops

or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

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

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

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

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps,

Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

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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 helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up

to 6,000 lb. capacity.

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

TERRAZZO FINISHER

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

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

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
AMENDED RESOLUTION #2011-08  
 Replaces Resolution #05-08 Dated 03/11/2008 for \$5,000.00

**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
1057 B-CA N 9th Avenue	Fillmore Road District	50 %	3,288.49
	Montgomery County	50 %	3,288.49
TOTAL =		100 %	\$ 6,576.98

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 June 2011.

  
 SANDY LEITHEISER, COUNTY CLERK

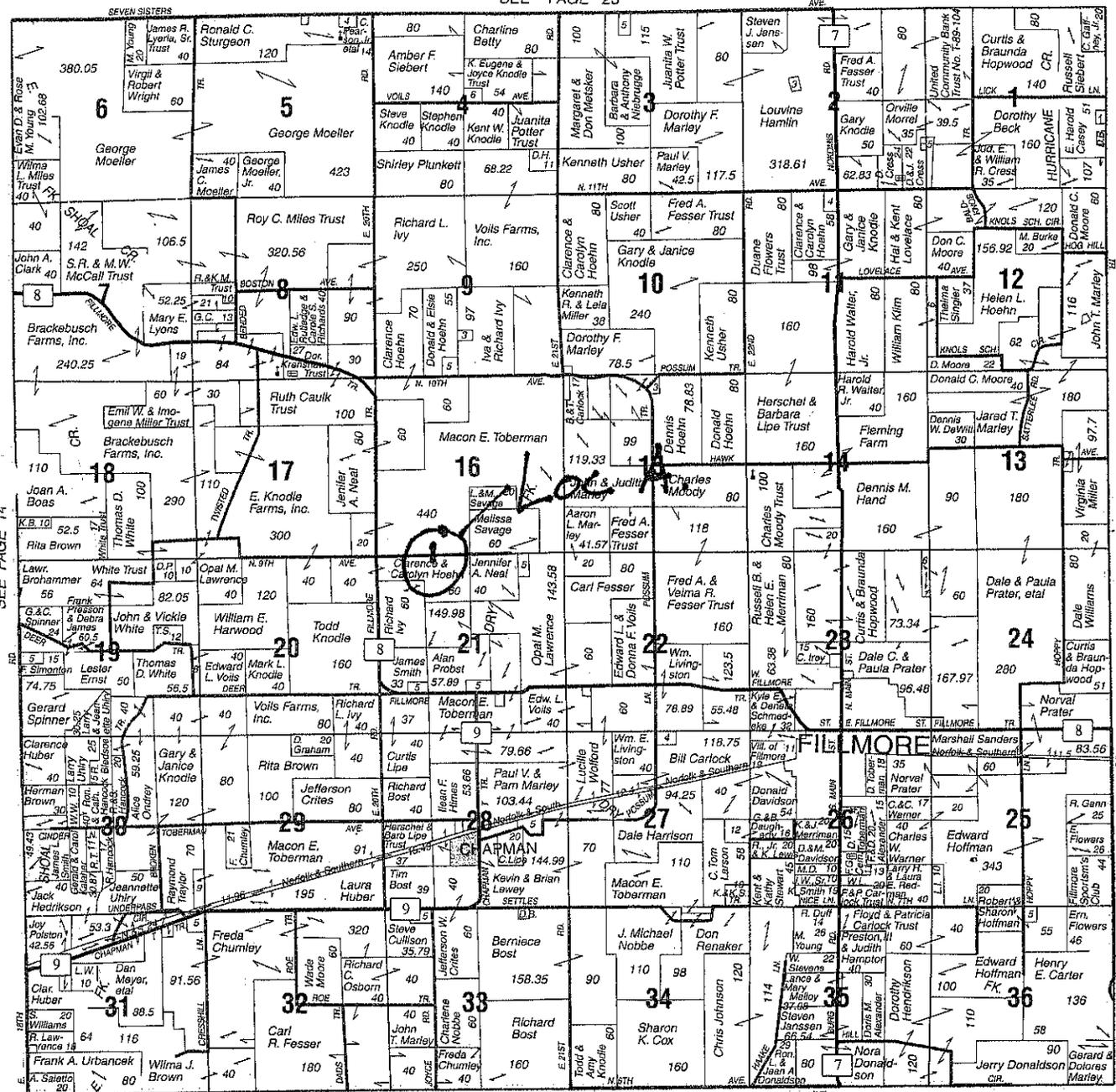
(SEAL)

FILLMORE

T.8N.-R.2W.

SEE PAGE 23

1200N  
1100N  
1000N  
900N  
800N  
700N  
600N



FAYETTE COUNTY

© 2002 Rockford Map Pubs., Inc. SEE PAGE 9 Montgomery County, IL  
 1800E 1900E 2000E 2100E 2200E 2300E 2400E

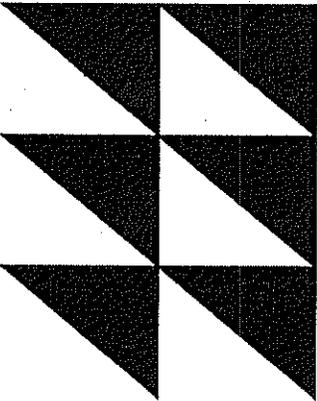


**Hillsboro**  
**BANKING CENTER**  
 549 South Main St.  
 Hillsboro, Illinois 62049  
**(217) 532-6104**

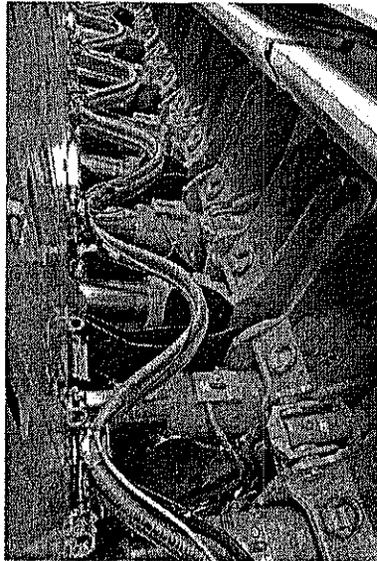
Providing the strength you demand...  
 the choices you desire...  
 and the service you deserve.

[www.cnbil.com](http://www.cnbil.com)





Hillsboro Energy



# PATTON MINING

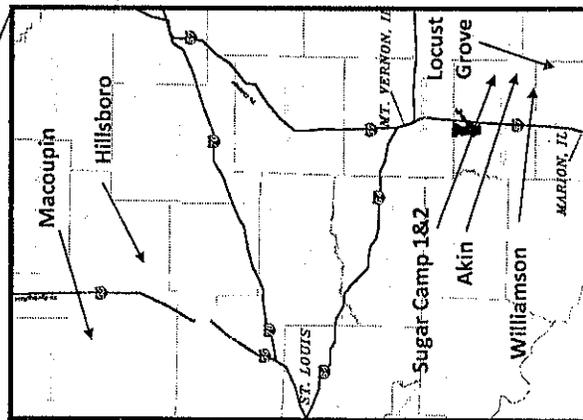
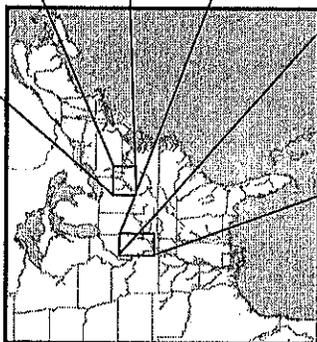
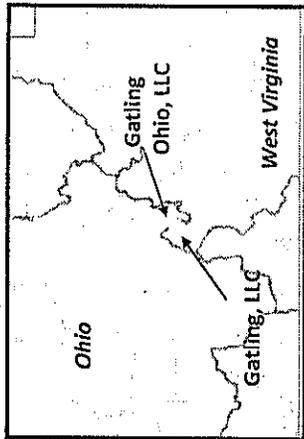


# Management Team For Patton Mining

Name/Title	Age	Experience	Track Record
Dwayne Francisco • President Patton Mining	41	20	• Former Chief Operating Officer, Magnum Coal
Mark Cornell • Vice President Patton Mining	51	31	• Former Head of Engineering for Patriot Coal
John Mick • Chief Financial Officer	46	25	• Former VP Operations Accounting for Massey Energy
Rocky Smith • Director of Prep Plant	50	30	• Former Director of Preparation Plant for Massey Energy
David Cales • Director of Maintenance	48	30	• Chief Electrician Speed Mining, Patriot Coal
Sammy Browning • Mine Superintendent	56	35	• Former Miner Manager for Speed Mining, Patriot Coal
Dean Lee • Director of Human Resources	52	2	• Former Department of Educations (WV) Lead Coordinator
Jerry Waters • Director of Purchasing	41	15	• Former Purchasing Director for ICG
Simon Steep • Director of Engineering	28	6	• Former Engineer for Massy Energy

# Foresight Energy & Deer Run Mine

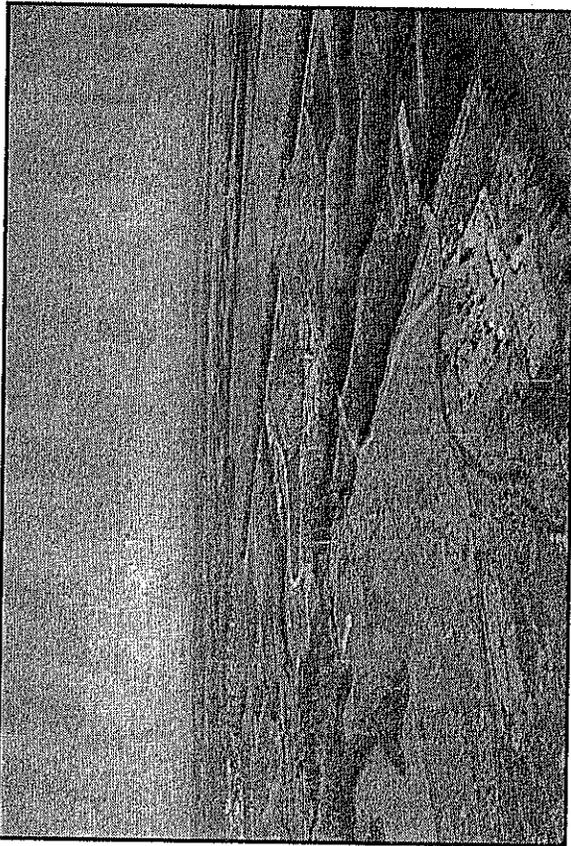
- Foresight Energy owns or controls 8.0 billion tons of coal in the Illinois Basin (ILB) and Northern Appalachian (NAPP) regions
- Reserves were selected primarily for geology and mining conditions, but also for size and access to infrastructure (rail, river, transportation, pipeline)
  - Large, contiguous reserve blocks ideal for longwall mining



## Foresight Energy Mining Operations

Operating	Construction	Development
Williamson Energy	Sugar Camp No. 1	Sugar Camp No. 2
Gatling	Hillsboro No. 1	Hillsboro No. 2
Gatling WV		Sugar Camp No. 3
Macoupin		Locust Grove

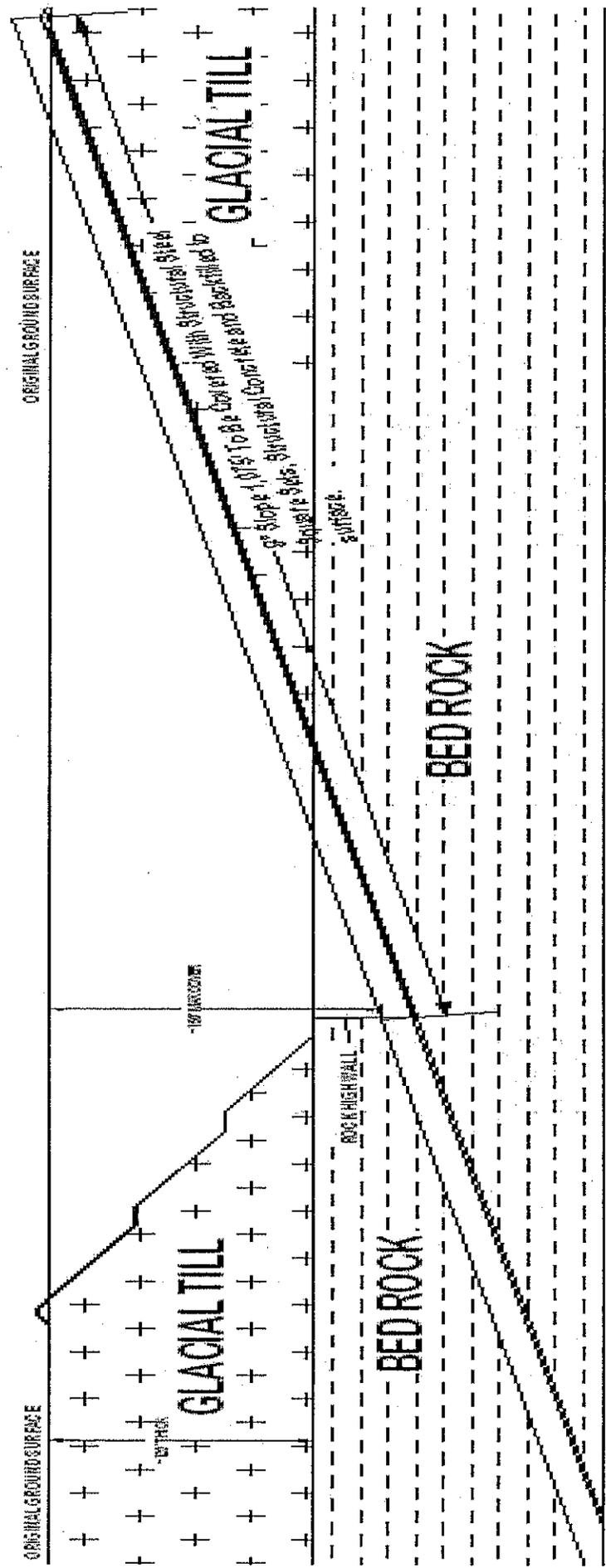
## Hillsboro Energy

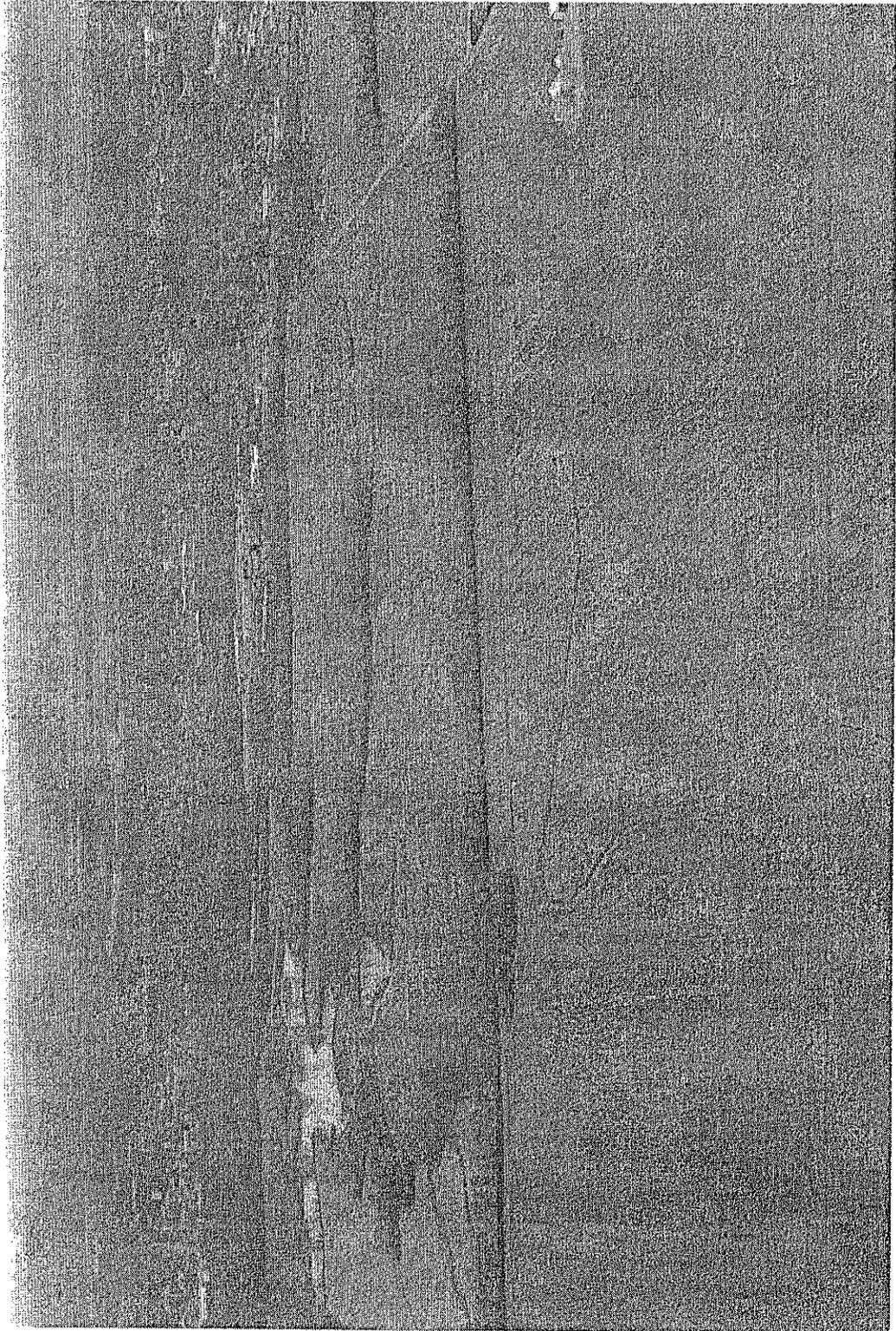


- Coal Reserves
  - Approximately 1,512 mm tons
- Development
  - Mine development in the #6 seam
  - Longwall mining operation
  - Total of 8-10 mm tons per year capacity
  - First coal Q4 2010
  - Longwall production expected Q1 2012

- Facilities and Equipment (One Longwall)
  - Two Joy continuous miner super sections
  - DBT shields and face conveyors with Joy shearer
  - 2,000 ton per hour preparation plant
  - 150 car rail loop
  - High speed, high capacity load out
- Transportation
  - 0.25 mile rail spur to UP Railroad
  - 6 mile rail spur to Norfolk Southern Railroad
  - 35 miles to the Mississippi River

135 miles to the Ohio River



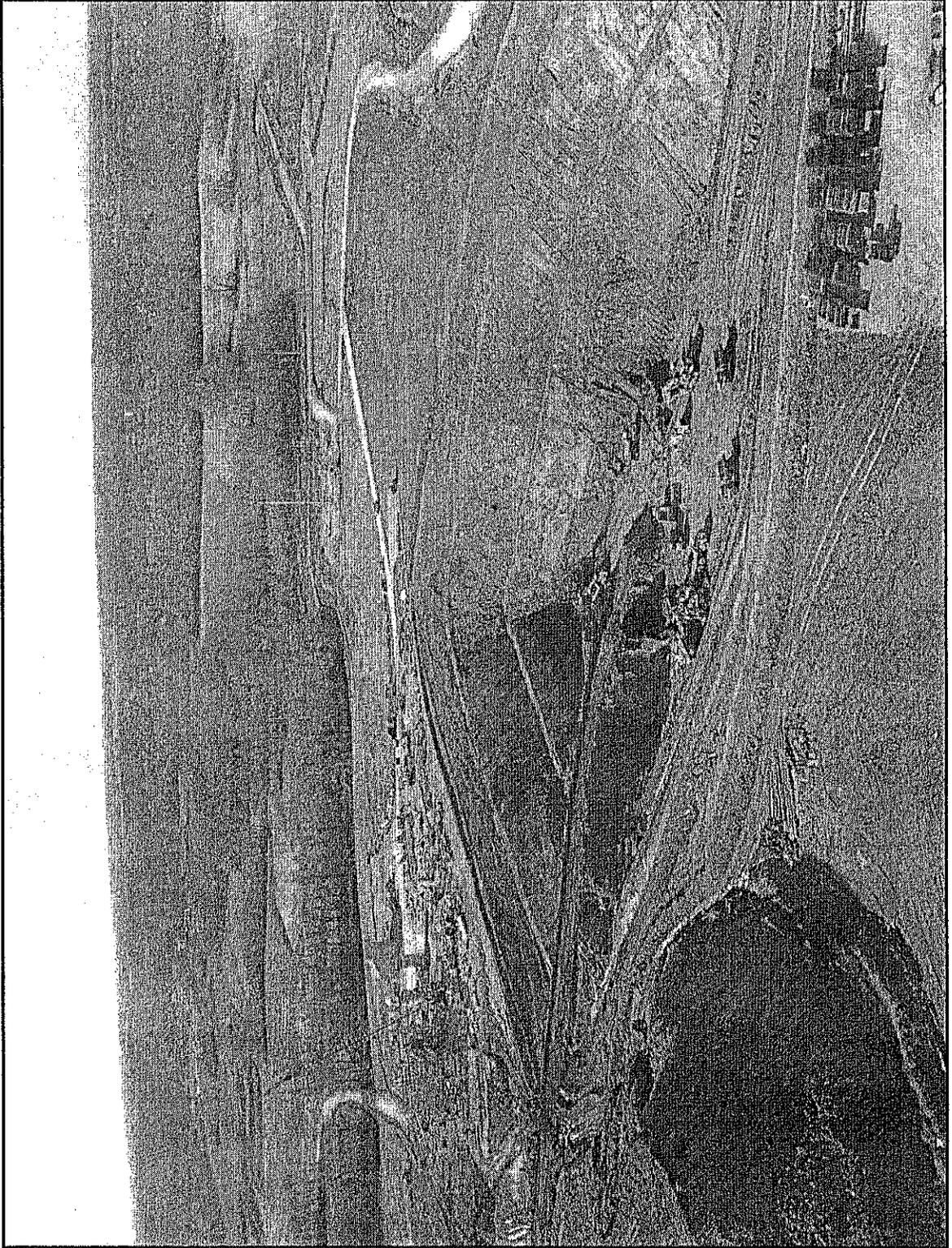




DEER RUN MINE  
SEPTEMBER 7 2009

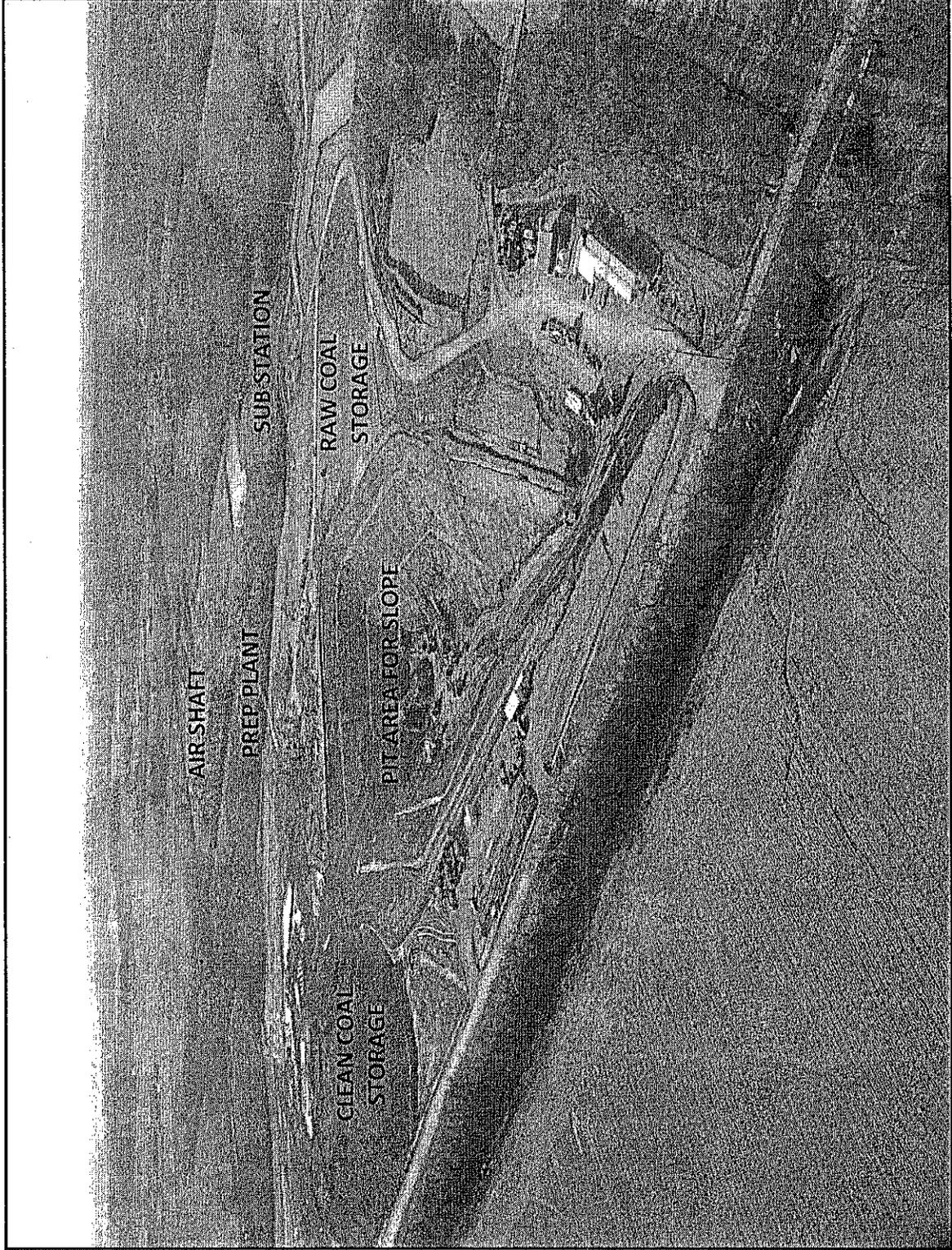
PATTON MINING  

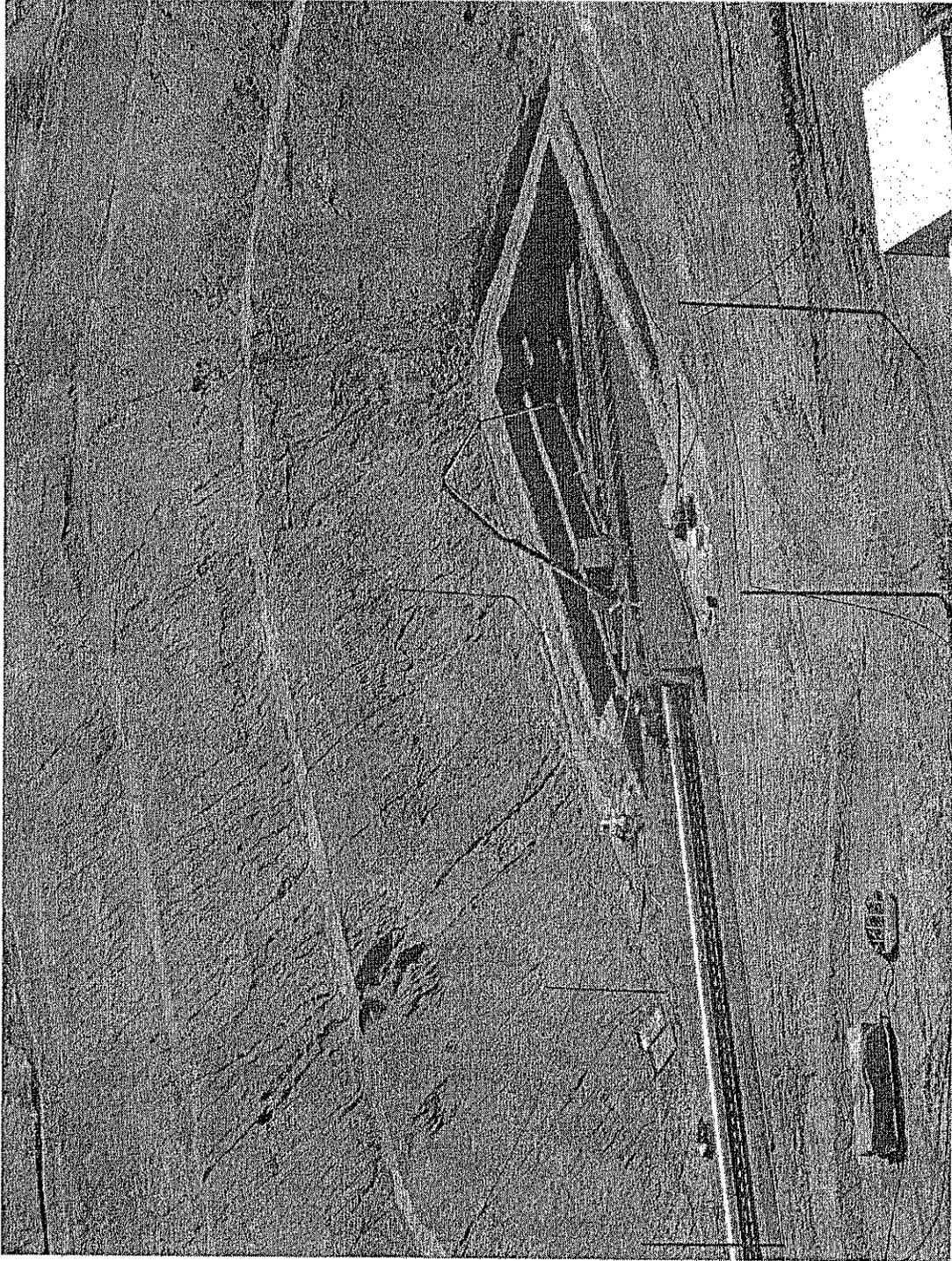

Hillsboro Energy



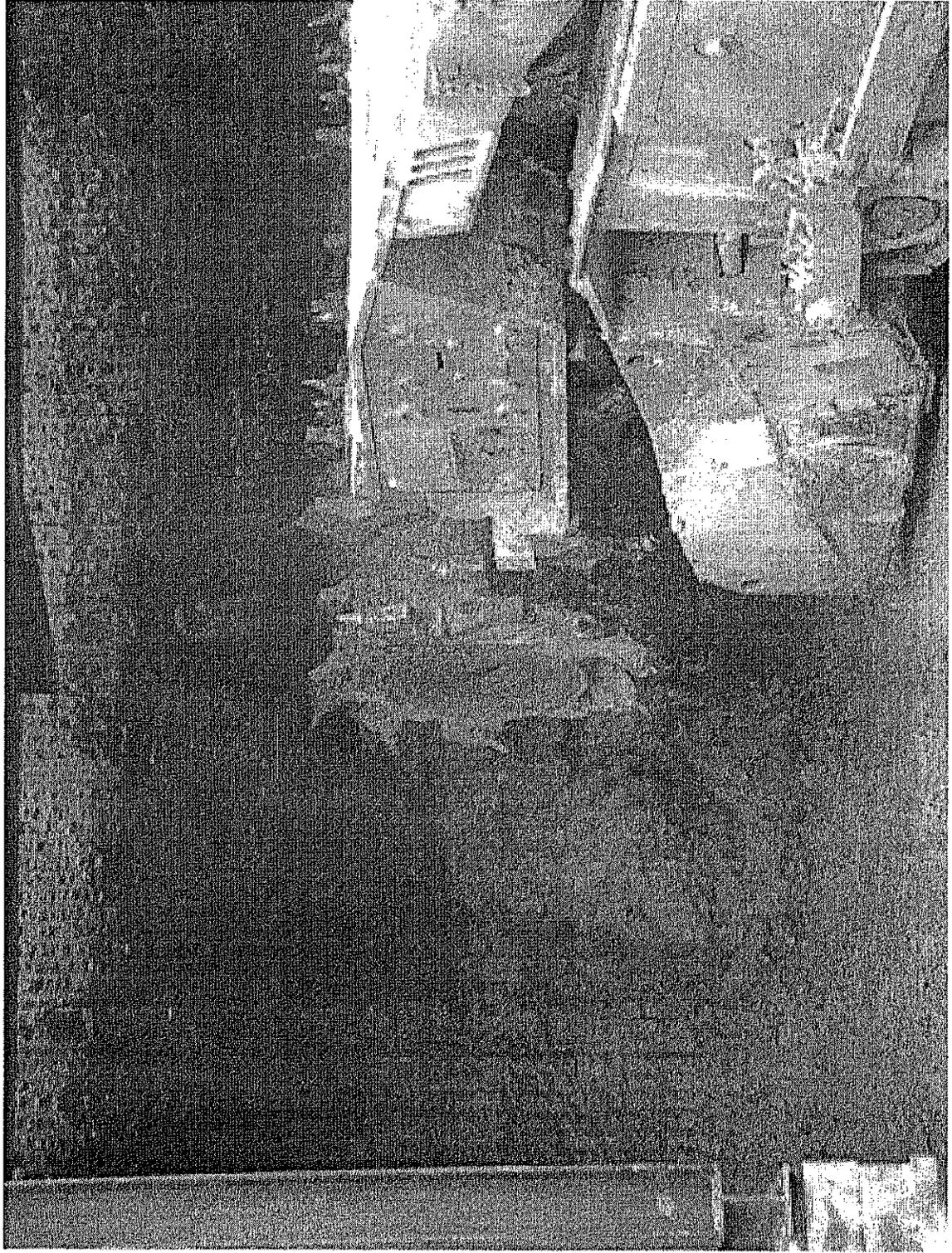


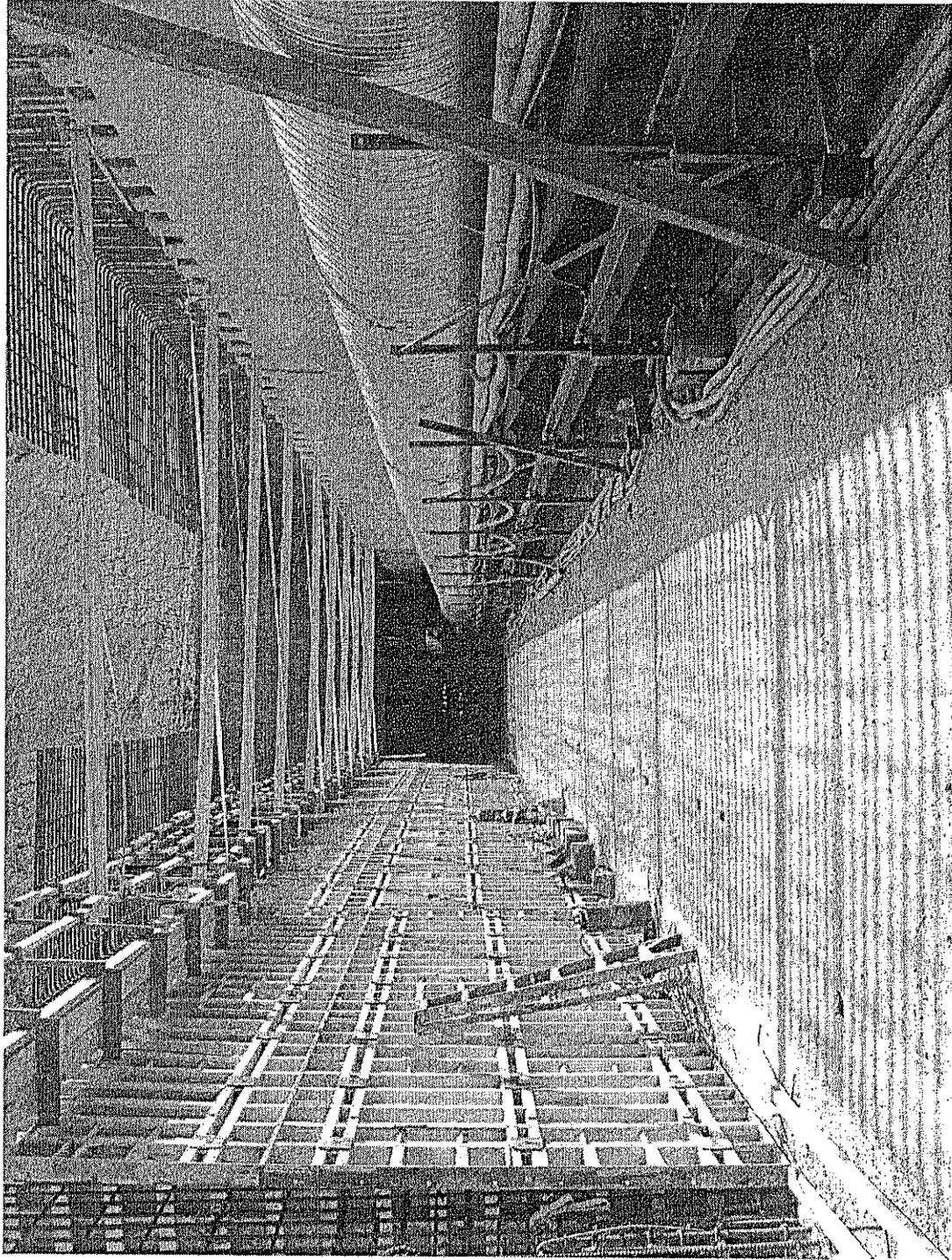
# Hillsboro Energy



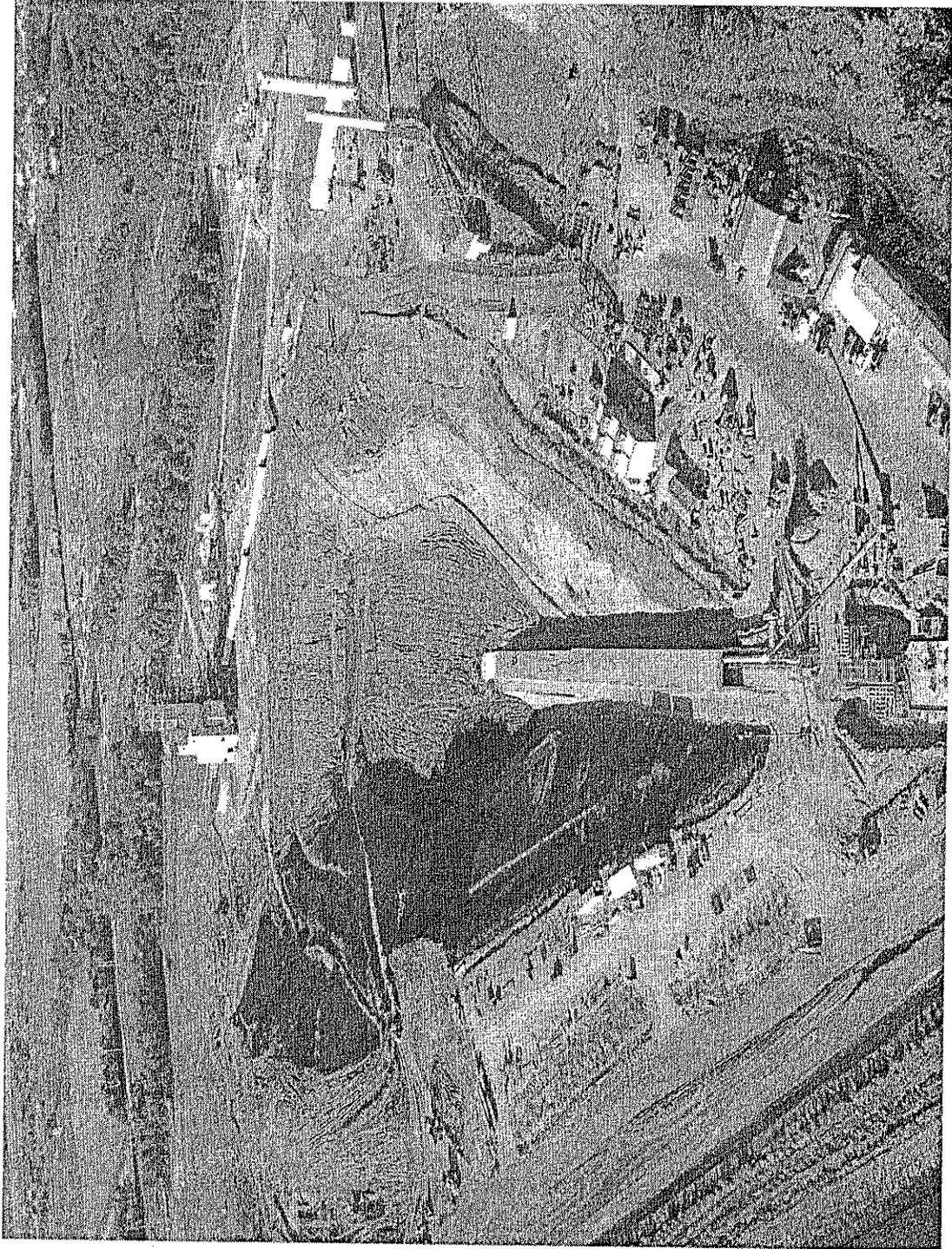


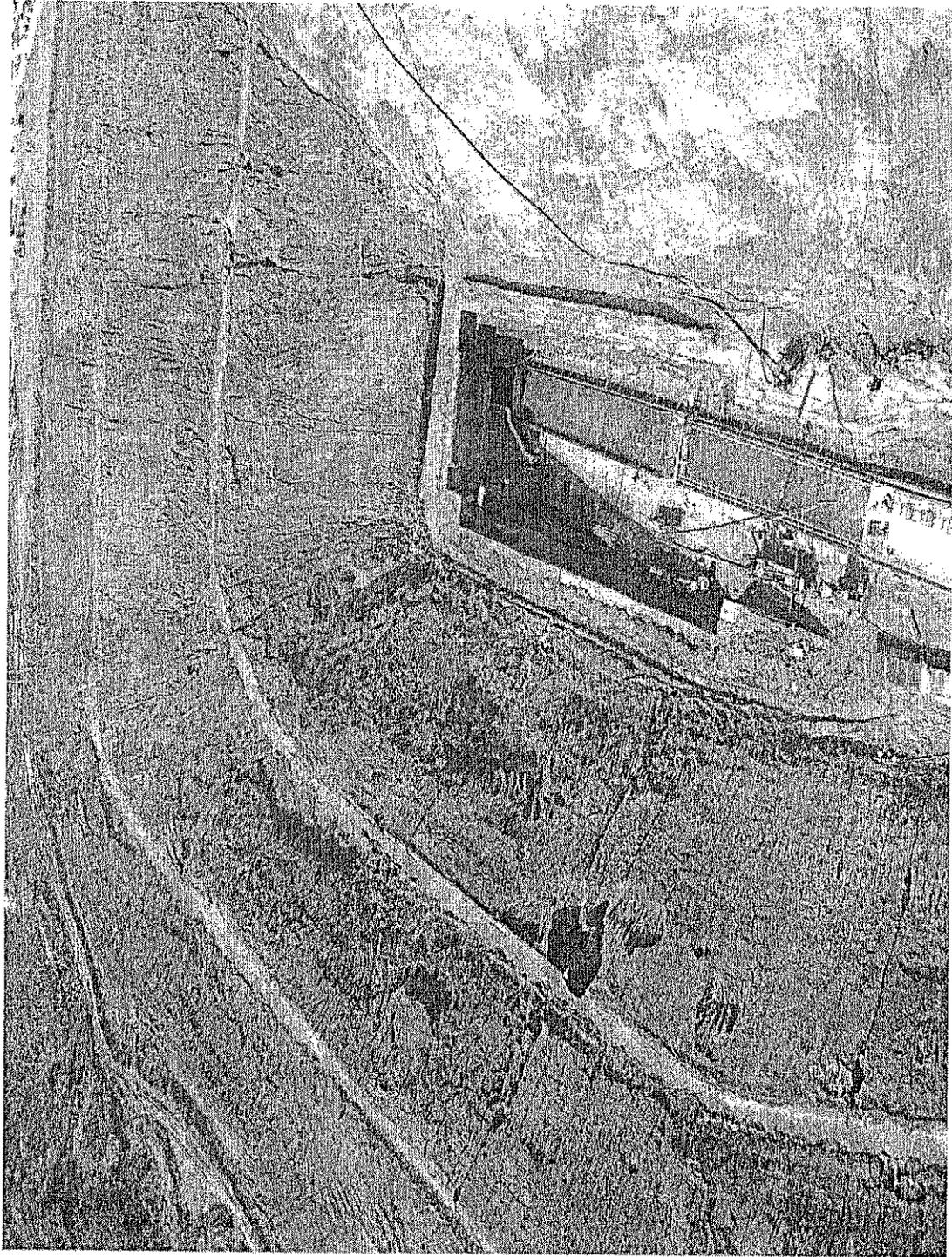
Patton Mining

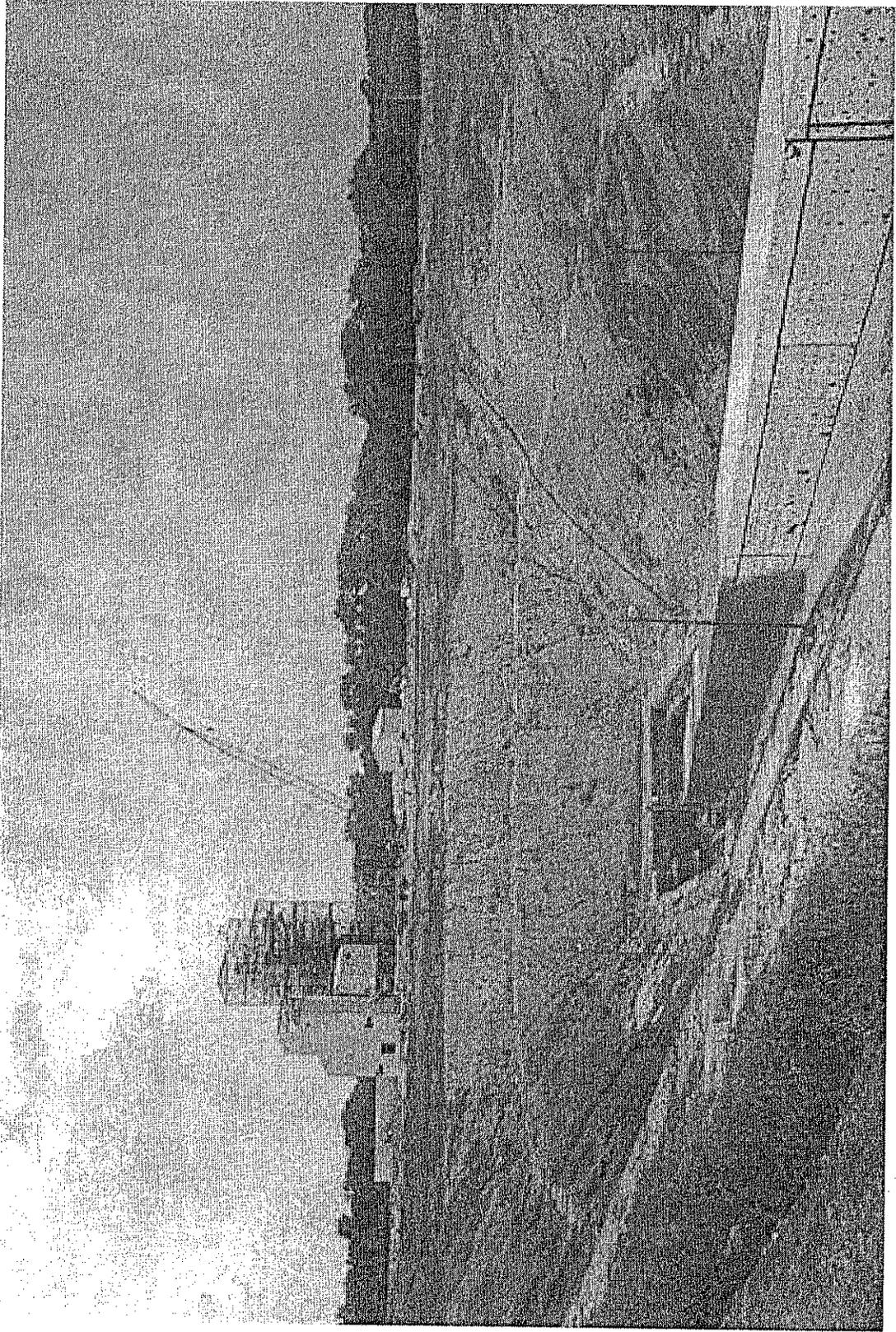






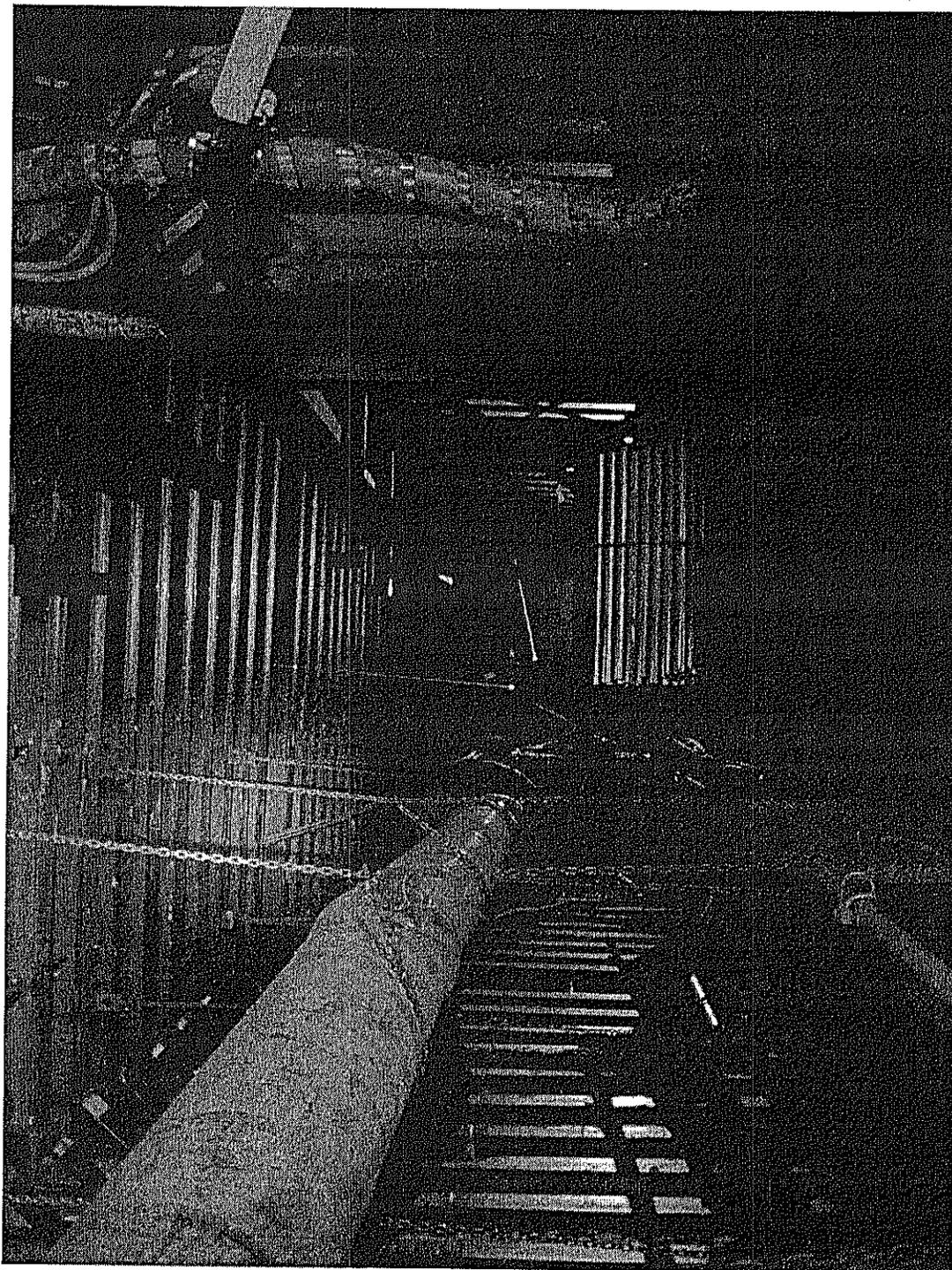




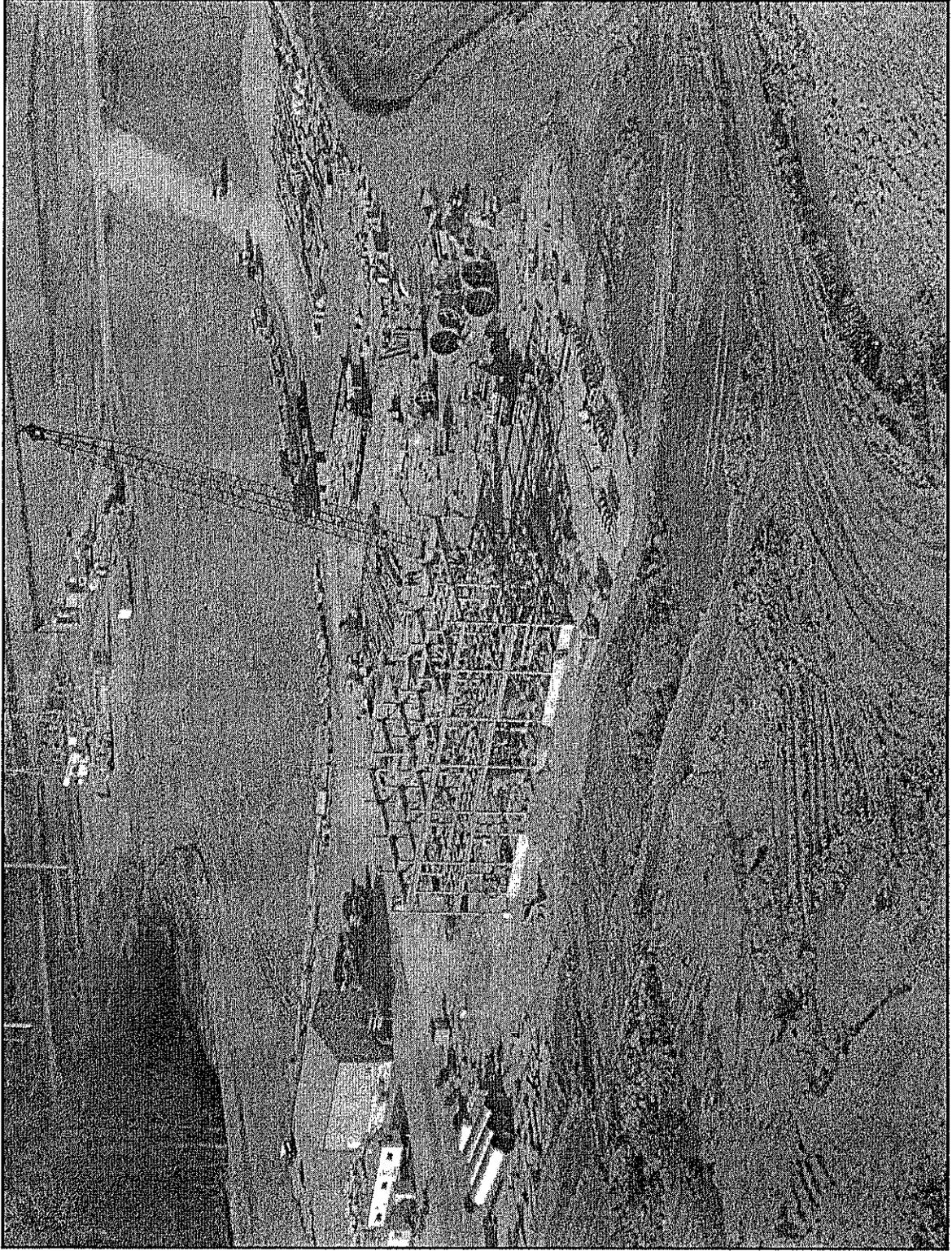


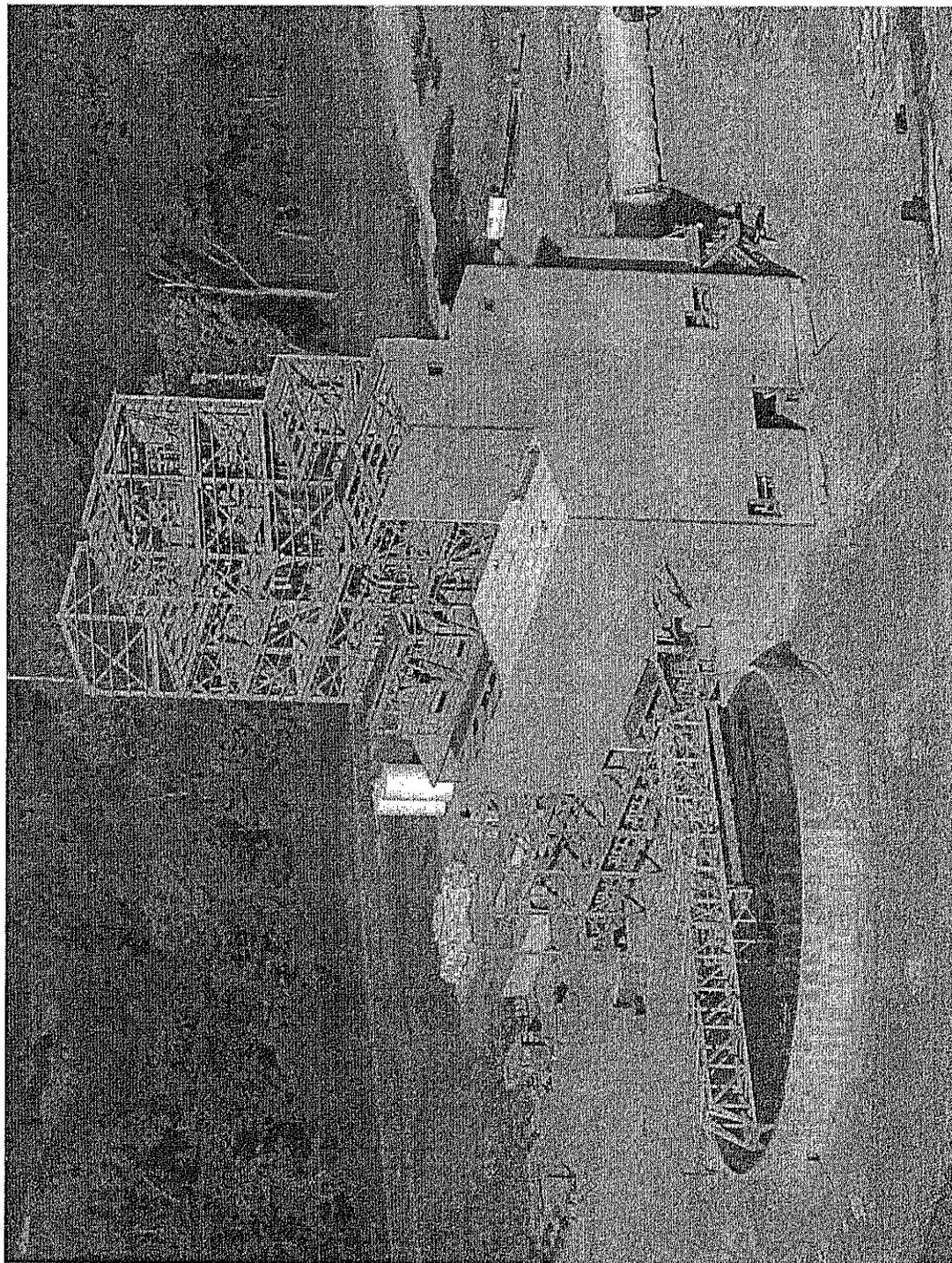
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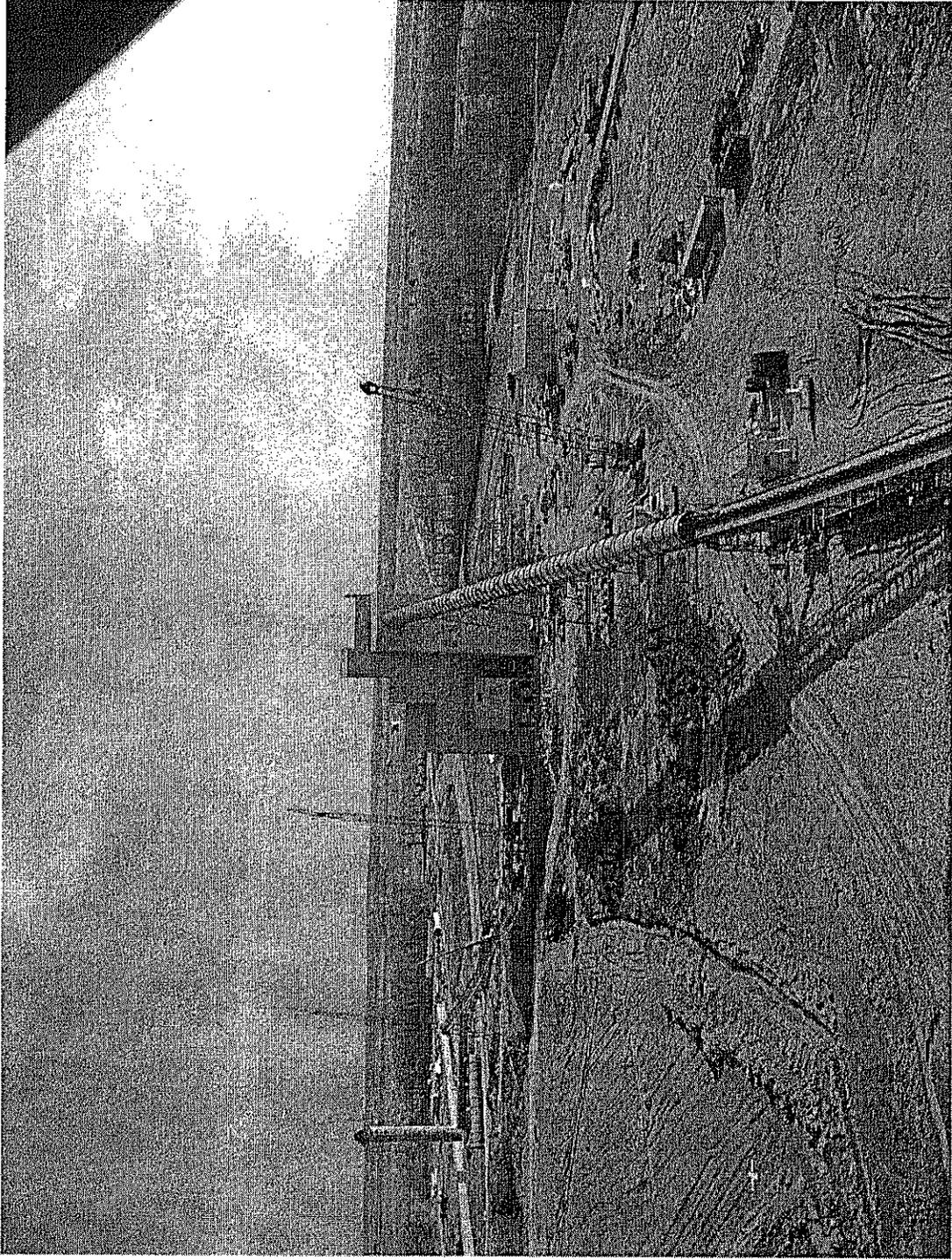


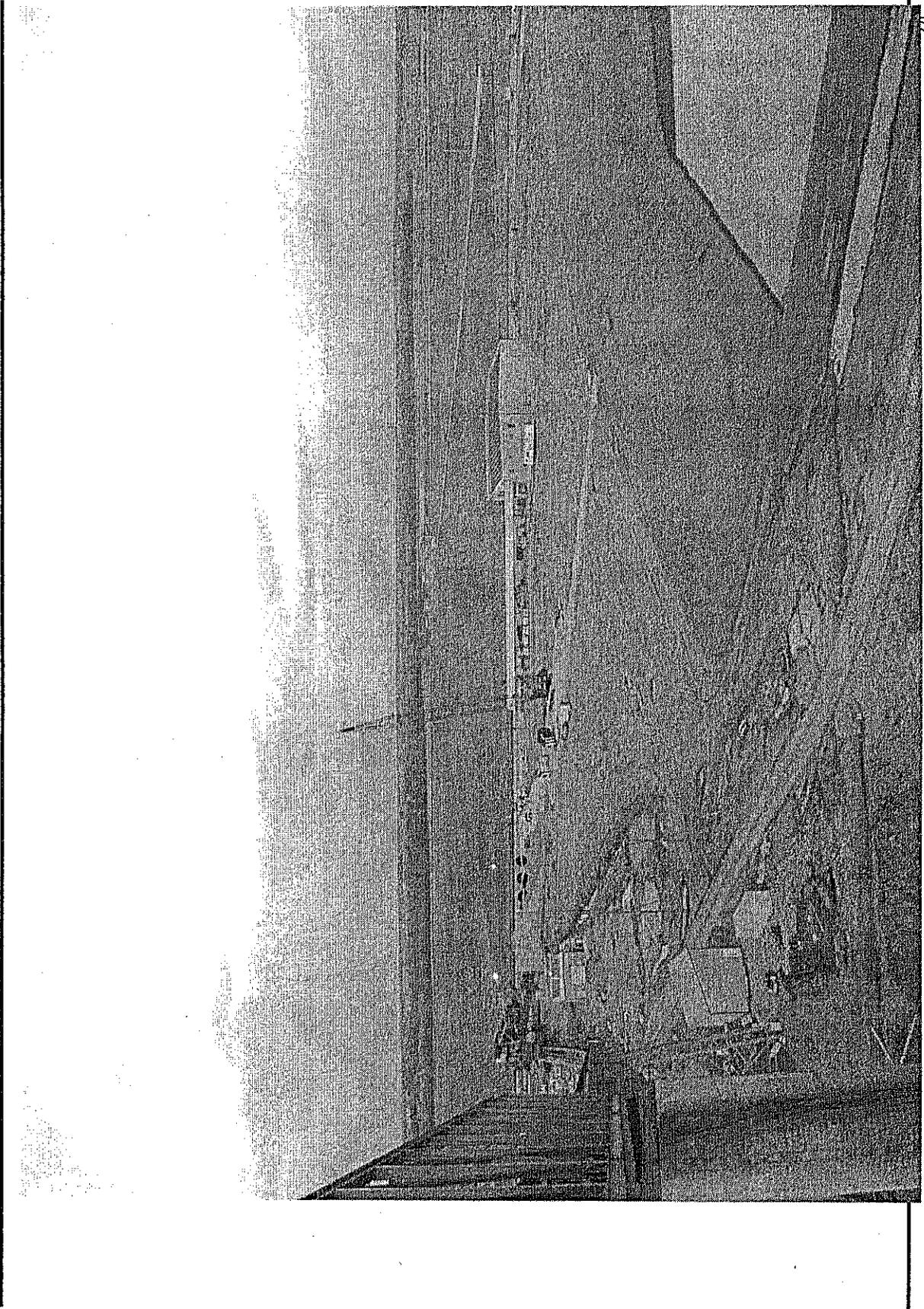
Hillsboro Energy





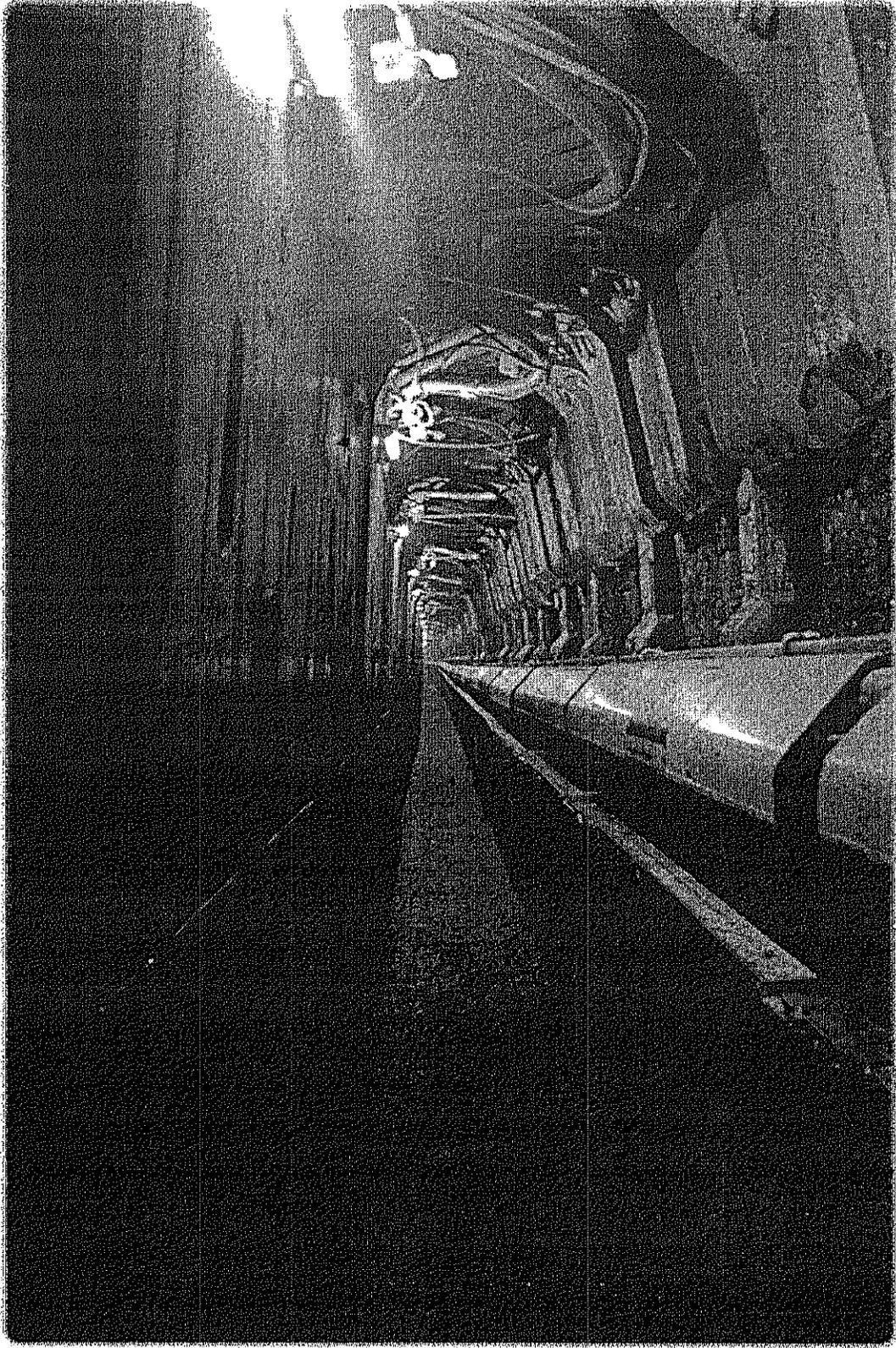
Mavrick Plant



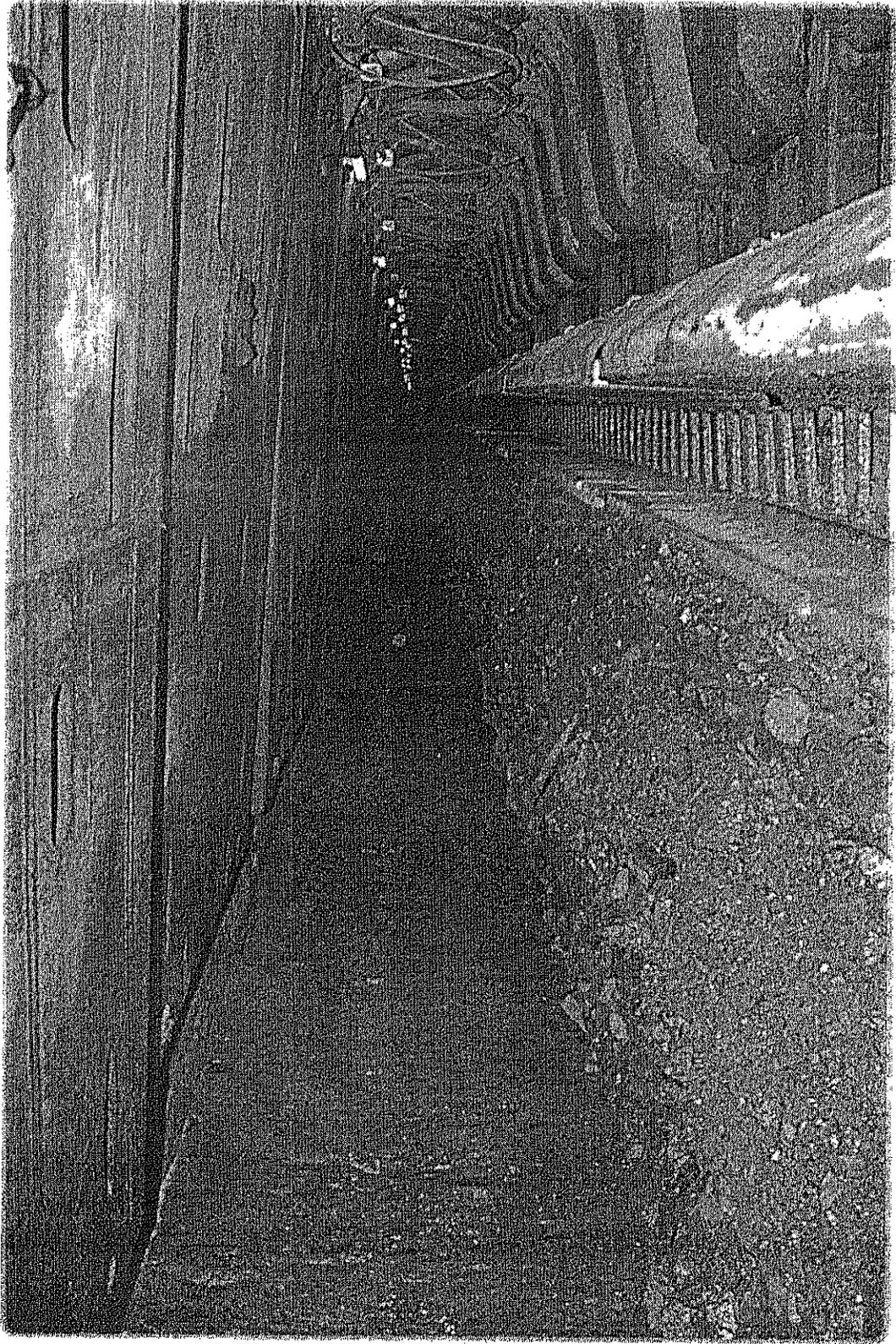


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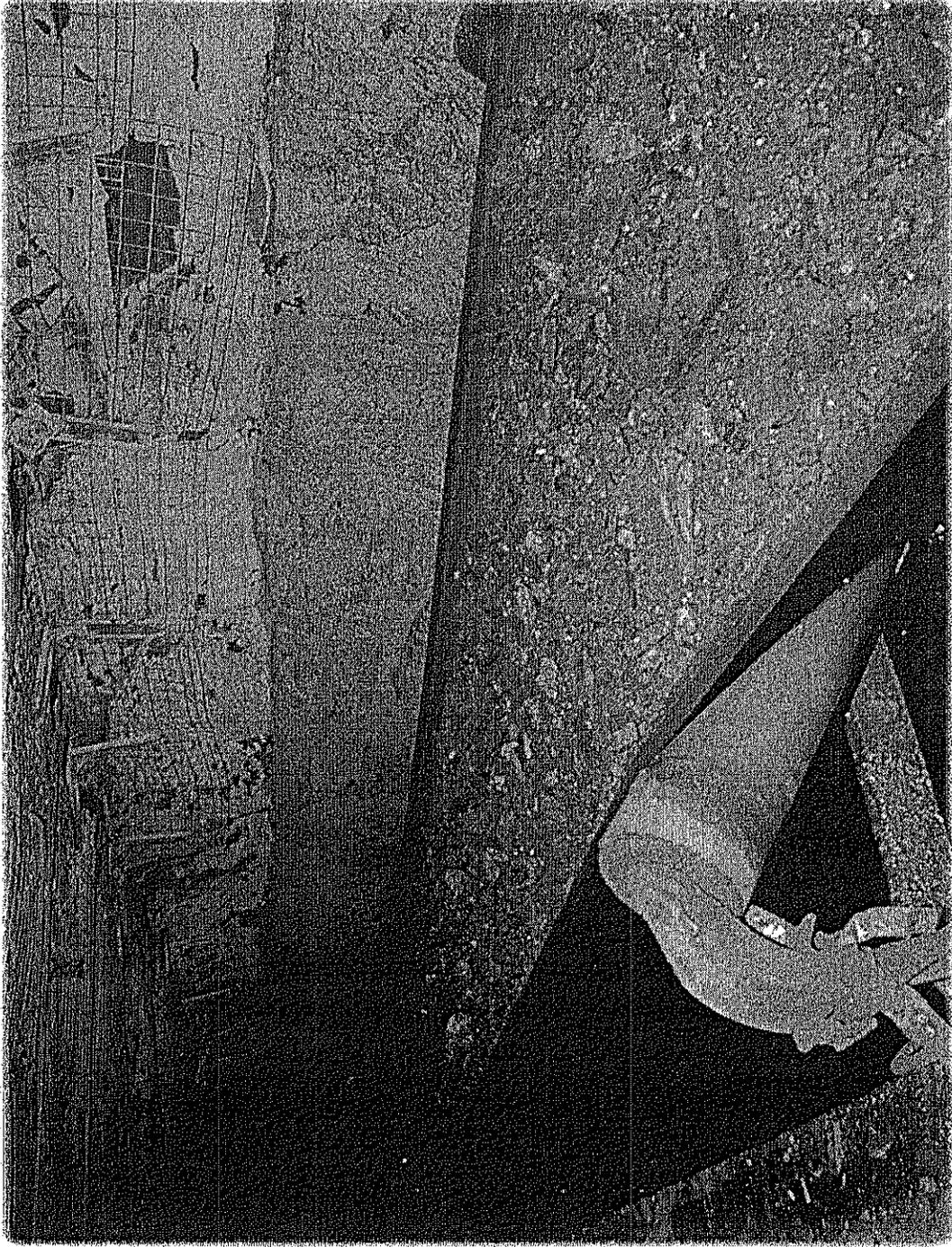
Long Wall Sheer and Shields



Long Wall



Patton Mining



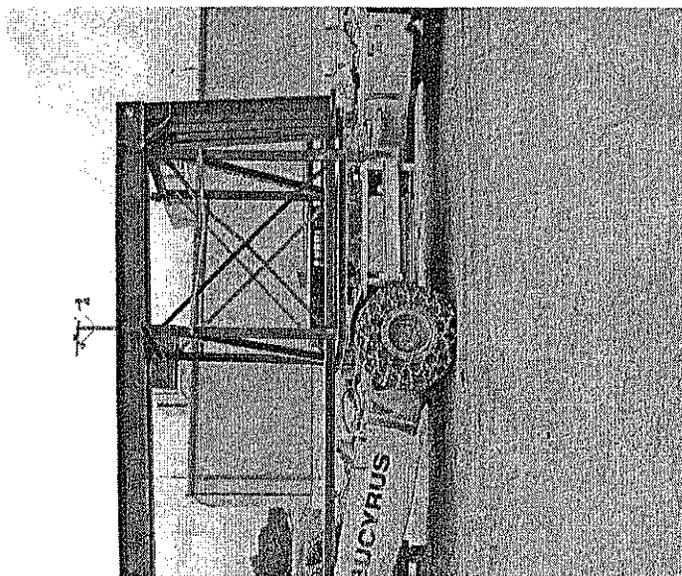
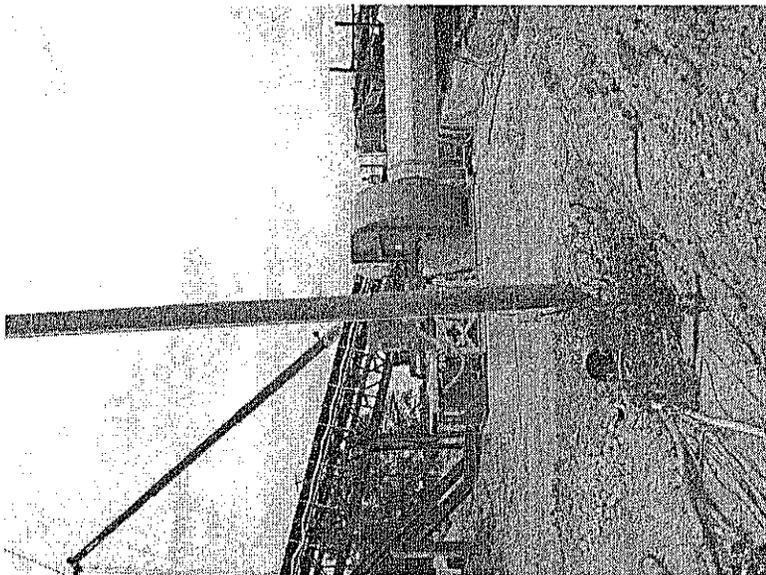
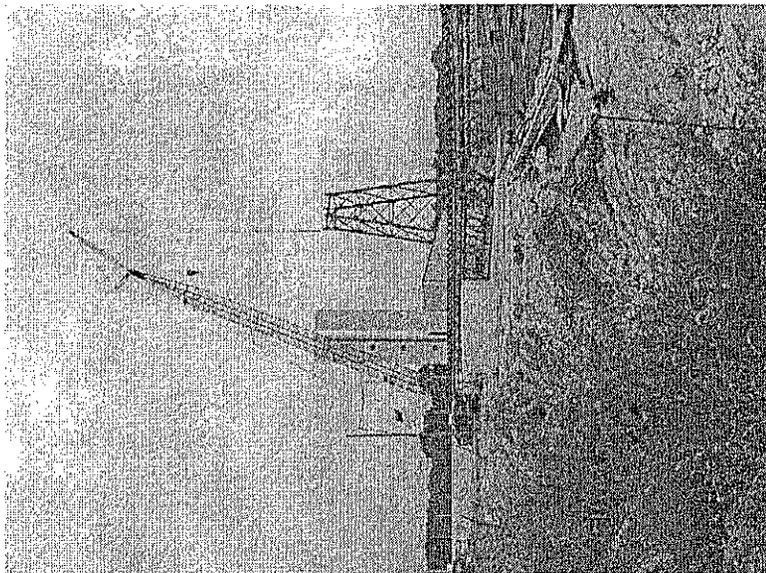
# A LOOK AT PATTON MINING WORKFORCE

ORIGINALLY FROM			CURRENTLY LIVING	
MONTGOMERY	27	50.00%	MONTGOMERY	36
MACOUPIN	4	9.00%	MACOUPIN	4
BOND	3	7.00%	BOND	2
CHRISTIAN	2	4.40%	CHRISTIAN	2
MADISON	1	2.00%	MADISON	1
OUT OF STATE	7	15.60%		

\*82.4% OF CURRENT PATTON MINING EMPLOYEES AND CONTRACTORS CAME FROM A FOUR COUNTY AREA WITH 50% OF THE WORKFORCE RESIDING IN MONTGOMERY COUNTY

\*\*CURRENTLY 80% OF ALL THE HOURLY WORKFORCE RESIDES IN MONTGOMERY COUNTY  
100% RESIDE IN A 5 COUNTY AREA

# PATTON MINING



# Thank You

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

DATE: July 12, 2011  
FROM: Montgomery County Board  
TO: Montgomery County Clerk – Sandy Leitheiser  
Montgomery County Supervisor of Assessments – Ray Durston  
Montgomery County Treasurer/Collector – Ronald Jenkins  
RE: Voiding of Tax Year 2010 Tax Bills

Notice to County Officials:

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

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

Approved by the Montgomery County Board on the 12<sup>th</sup> day of July, 2011.

Michael Plunkett  
County Board Chairman, Mike Plunkett

George S. Blankenship  
Finance Committee Chairman, George Blankenship

Attest by: Sandy Leitheiser  
Montgomery County Clerk, Sandy Leitheiser

MONTGOMERY COUNTY TRUSTEE  
2010 TAX VOID LIST

1	01-07-100-301	39.72
2	01-18-100-302	21.76
3	01-18-300-302	0.00
4	01-18-400-302	27.66
5	01-19-300-301	0.00
6	01-21-200-301	42.98
7	01-22-100-301	57.30
8	01-23-100-301	42.98
9	01-25-100-301	35.82
10	01-26-100-301	57.30
11	01-27-100-301	57.30
12	01-28-200-301	50.14
13	01-32-200-302	14.24
14	01-33-100-301	44.16
15	01-33-406-007	52.56
16	01-34-100-301	57.30
17	01-35-100-301	42.98
18	01-36-100-301	57.30
19	02-31-100-301	56.14
20	03-01-100-302	44.86
21	03-02-100-302	44.12
22	03-03-100-301	58.84
23	03-04-300-302	58.84
24	03-05-200-302	0.00
25	03-08-200-301	29.42
26	03-09-100-301	27.86
27	03-09-100-302	0.00
28	03-10-100-301	22.70
29	03-21-457-002	210.64
30	04-06-100-301	54.68
31	04-33-282-004	1,010.52
32	08-23-115-007	123.86
33	10-03-402-010	158.16
34	10-03-402-012	158.16
35	10-03-402-015	158.16

36	10-03-402-018	158.16
37	10-03-402-019	158.16
38	10-03-402-021	158.16
39	10-03-402-022	158.16
40	10-03-402-024	158.16
41	10-03-403-003	158.16
42	10-03-403-004	158.16
43	10-03-403-005	158.16
44	10-03-403-008	158.16
45	10-03-403-009	158.16
46	10-03-403-010	158.16
47	10-03-403-013	158.16
48	10-03-403-018	158.16
49	10-03-403-019	158.16
50	10-03-404-005	158.16
51	10-03-404-008	158.16
52	10-03-405-005	158.16
53	10-03-405-006	158.16
54	10-03-405-009	158.16
55	10-03-405-016	158.16
56	10-03-405-017	158.16
57	10-03-405-021	158.16
58	10-03-405-036	158.16
59	10-03-406-007	158.16
60	10-03-406-012	158.16
61	10-03-406-013	158.16
62	10-03-407-002	158.16
63	10-03-407-003	158.16
64	10-03-407-030	158.16
65	10-03-407-032	158.16
66	10-03-407-033	158.16
67	10-03-408-002	158.16
68	10-03-408-013	158.16
69	10-03-408-018	158.16
70	10-03-408-021	158.16
71	10-03-408-022	158.16
72	10-03-408-023	158.16
73	10-03-408-040	158.16
74	11-36-200-015	0.00

75	12-22-402-018	33.28
76	13-05-102-005	229.16
77	13-06-263-003	49.44
78	13-06-340-011	38.64
79	15-04-504-008	119.66
80	16-01-451-018	46.64
81	16-01-451-019	139.18
82	16-01-452-018	120.68
83	16-01-455-004	46.64
84	16-02-495-003	0.00
85	16-02-495-004	0.00
86	16-12-200-301	14.06
87	16-13-305-023	42.50
88	16-24-300-019	13.34
89	21-19-352-001	39.14
90	21-19-355-009	87.84
		<u>9,948.74</u>



HURST ROSCHE ENGINEERS INC.

Project No: 152-0890

Date: August 9, 2011

NOTICE OF AWARD

Project: Renovations and Improvements Montgomery County Historic Courthouse Hillsboro, Montgomery County, Illinois

Bidder: Korte & Luitjohan Contractors, Inc. 12052 Highland Avenue Highland, Illinois 62249

The Owner has considered your Bid submitted on August 4, 2011, for the above referenced project in response to its Advertisement for Bid dated July 21, 2011. You are hereby notified that your Bid has been accepted in the amount of \$889,400.00, which includes alternate bids as listed below or at the Proposed Unit Prices.

Table with 2 columns: Bid Type, Amount. Rows: Base Bid (\$836,900.00), Alternate Bid(s) No. 1 (\$52,500.00), Total (\$889,400.00)

You are required by the information for Bidders to execute the Contract Agreement and provide bonds and a Certificate of Insurance within 10 calendar days from the date of this Notice to you. Please note that the Certificate of Insurance is required to list both the Owner and the Architect/Engineer as additional insured's.

If you fail to execute said Contract Agreement within 10 days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

OWNER: MONTGOMERY COUNTY BOARD

Signature: [Handwritten Signature]

Name/Title: Mike Plunkett, County Board Chairman

Date: August 9, 2011

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

[Handwritten Signature]

Signature: KORTE & LUITJOHAN CONTRACTORS, INC.

Name/Title: GREGG KORTE, GEN. MGR.

Date: 8/11/11

## DOCUMENT 00 52 14

## AGREEMENT FORM - AIA

## 1.1 SUMMARY

- A. Document Includes:
1. Contract Agreement.
- B. Related Documents:
1. Document 00 72 14 - General Conditions - AIA Stipulated Sum.
  2. Document 00 73 13 - Supplementary Conditions - AIA.

## 1.2 CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. THIS AGREEMENT, made and entered into as of the 9<sup>th</sup> day of August in the year of Two Thousand and Eleven by and between Korte & Luitjohan Contractors hereinafter and in the Contract Documents called "Contractor" and the MONTGOMERY COUNTY BOARD, hereinafter and in the Contract Documents called "Owner."

B. WITNESSETH: That for and in consideration of the mutual covenants and agreements, hereinafter stated, Contractor and Owner covenant and agree as follows:

## C. THE CONTRACT WORK:

1. Contractor covenants and agrees to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to perform all Work required by the Contract Documents, for the Project entitled:

a. **RENOVATIONS AND IMPROVEMENTS (RE-BID)  
HISTORIC COURTHOUSE  
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

as shown on Drawings and described in Specifications prepared by **Hurst-Rosche Engineers, Inc.**, acting as, and in these Contract Documents referred to as Architect/Engineer and covenants and agrees to do and perform all acts and things required of Contractor by this Contract and the Contract Documents.

## D. TIME OF COMPLETION:

1. The Owner requires the Project to be substantially complete by 180 consecutive days from Construction Start Date as stipulated in the Notice to Proceed. Should the Contractor fail to complete the Work within such time, contractor agrees to pay and will apply to the Owner for each and every day of such delay in completion of the Work beyond the Contract Time the sum of Two Hundred-Fifty Dollars (\$250.00) per day for Work not completed by the substantial completion date as liquidated damages.

E. CONTRACT SUM AND TERMS OF PAYMENT:

- 1. Contract Sum: The Owner, if Contractor shall faithfully fulfill and perform this Contract, covenants and agrees to pay Contractor in current funds, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of Eight Hundred Eighty Nine Thousand Four Hundred Dollars (\$889,400.00), which sum shall constitute the Contract Sum, said Contract Sum being derived from the Base Bid plus Alternate Bid 1 on Contractor's Bid dated August 4, 2011. It is understood and agreed that should there be any increase in wage rates, or in cost of materials or equipment, or in any other of Contractor's costs or should Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs, without addition to the Contract Sum except when otherwise expressly provided in Contract Documents.
- 2. Payments: Owner shall make payments for work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and Contract Documents.
- 3. Contractor's Fees for Changes in Work: In accordance with Contractor's bid, it is agreed that the following percentages for overhead and profit shall be applied on work added to or omitted from the Contract by written Change Order approved by Architect and Owner in advance of performance of the work.

Additional Work performed by:

- 1. Own Forces 20 %
- 2. Subcontractors 10 %

Omitted Work originally required by:

- 1. Own Forces 10 %
- 2. Subcontractors 5 %

F. CONTRACT DOCUMENTS:

- 1. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by Owner, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract Agreement.
- 1. Bidder's attention is directed to the fact that all Federal and Illinois State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Successful Bidders shall be required to comply with 777 ILCS 10 concerning equal employment opportunities; comply with 30 ILCS 570 concerning the employment of citizens of the State of Illinois; comply with 820 ILCS 265 concerning substance abuse prevention on public works projects; and

comply with 820 ILCS 130 concerning prevailing wages.

G. ILLINOIS LABOR:

Contractor shall comply with all Illinois statutory requirements regarding labor, including, but not limited to, the following:

1. Illinois Public Act 77-1552 and Chapter 48, Sections 39S-1 through 39S-12 of the Illinois Revised Statutes regulating wages of laborers, mechanics and other workers employed in any public works and known as the "Prevailing Wage Act," which provides in part that all laborers, mechanics and workers performing work under the Contract shall be paid not less than the prevailing rate of wages as determined by the Illinois Department of Labor (820 ILCS 130).
2. Illinois Public Act 83-1472, Article 2 and Chapter 48, Sections 2201 through 2207, 1984 of the Illinois Revised Statutes pertaining to hiring of Illinois labor and known as the "Illinois Preference Act (30 ILCS 570)."
3. "Illinois Human Rights Act of 1980," Chapter 68, Illinois Revised Statutes, and the Rules and Regulations, Title 44, Section 750 of the Illinois Administrative Code, Illinois Department of Human Rights; pertaining to equal employment opportunity (777 ILCS 10).

H. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

1. Within ten (10) days immediately following date of his receipt of this contract, Contractor shall furnish Owner the signed Contract and Performance Bond and Labor and Material Payment Bond as required by and in accordance with the terms of Contract Documents in a penal sum of one hundred percent (100%) of the Contract sum.
2. In the event Contractor fails to furnish Owner such Contract and Bonds within said period, this Contract shall thereupon become null and void at Owner's option, exercised by written registered notice and mailed to Contractor by said Owner within five (5) days thereafter. Owner may then retain and enforce as liquidated damages, bid guarantee heretofore deposited with it in connection with Contractor's proposal for this Contract or the difference between his bid and a subsequent awarded bid, whichever is lesser.

I. IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first written above.

OWNER:

MONTGOMERY COUNTY BOARD

BY Michael Alt

TITLE Montgomery County Board Chairman

CONTRACTOR:

Korte & Luitjohan Contractors, Inc.

BY Greg Korte

TITLE General Manager

Attest: Sandy Peterson  
Secretary

(Corporate Seal)

END OF DOCUMENT

## Montgomery County Incident Management Team Standard Operating Guidance for Deployment and Operations

### Purpose:

The purpose of this standard operating guideline is to define the procedures that will be implemented in the deployment and operations of the Montgomery County Incident Management Team (IMT).

### Situation:

Montgomery County has individuals who have been trained in the deployment and implementation of the Incident Command System and the development of Incident Action Plans. These individuals have been brought together collectively to form the Montgomery County Incident Management Team. The individuals are volunteers of Montgomery County Emergency Management Agency or are members of other Montgomery County Response Agencies (such as Montgomery County Sheriff's Department). The Montgomery County IMT is available to assist jurisdictions within Montgomery County as they manage response and recovery operations that result from large or complicated emergencies or disasters.

The team is also available to assist in the planning of events in the county. These events may be festivals, large gatherings, political events, etc.

### Assumptions:

It is assumed that the Montgomery County IMT would be available to assist with events such as:

- Tornado or Severe Storm Response and Recovery
- Weather Emergencies such as Severe Winter Storms or Floods
- Man-made Emergencies Such as Hazardous Material Spills or Leaks
- Civil Unrest or Disturbances
- Evacuations or Relocations
- Water Emergencies and Responses
- Festivals and Large Gatherings (Event Plans)
- MABAS 56 deployments within or outside of Montgomery County

The local jurisdiction should determine the need for the Montgomery County IMT and should request the IMT as they would any resource from Montgomery County.

The Montgomery County IMT exists for the purposes of assisting local jurisdictions. The team does not circumvent local command and control as the team has no jurisdictional authority as provided by the Constitutions of the United States and the State of Illinois.

### Concept of Operations:

Requests for the Montgomery County IMT will be made through the Montgomery County 911 Dispatch Center by phone or radio. Local jurisdictions will determine who has the authority to request the Montgomery County Incident Management Team (MCIMT). This is typically the Incident Commander of the scene or the agency administrator of the jurisdiction. Montgomery County Agencies can also request the Montgomery County IMT through normal communication channels to the Montgomery County 911 Dispatch Center.

The local agency making the request will identify the following items in the request:

- 1) The reason that the team is being requested
- 2) The location that the team is to report to
- 3) The individual who will serve as the point of contact for the team

The Montgomery County IMT will be activated through the Montgomery County Emergency Management Agency once the Coordinator has analyzed the request and has determined that the MCIMT would be of use to the jurisdiction or Montgomery County Agency that has made the request.

Montgomery County 911 Center will dispatch MCIMT members through one of the following methods

- 1) Text pages to the MCIMT members
- 2) Radio pages to the team members on individual department pagers or through the Montgomery County "all-call" frequency
- 3) Cell phone calls to team members (least desirable but available)

MCIMT will stage at a location that has been determined by the local response agency making the request.

The incident commander of the MCIMT will contact the local agency representative (preferably the Incident Commander (IC)). The local representative will brief the IC of the MCIMT about the situation, the response to date and the resources that are on scene and those resources that have been requested.

The MCIMT will conduct a Strategy Meeting with the MCIMT and identify the times and tasks that will be accomplished in the Incident Action Planning process. The MCIMT will also identify the level of involvement of the MCIMT in the initial operational period. While the MCIMT has no jurisdictional authority at the scene other than those tasks that are identified by the local response agencies and the local IC and Agency Administrator (AA), the team can fill in on the Incident Command System as requested by the local IC and AA. It is recommended that the local agency always maintain a presence in the IC role, it is possible for the MCIMT and the local IC to establish a Unified Command as they manage the incident.

The MCIMT IC will also identify the time that the second operational period will begin so that the members of the MCIMT will know when the Incident Action Plan (IAP) is to be completed.

MCIMT will prepare an IAP in accordance with the IAP development process. This is a formalized process that includes meetings and benchmarks to complete the IAP in the specified time. Local responders who have been trained in the IAP development process may be tasked with assisting in the IAP development.

The MCIMT and local IC (and other local responders who have assumed a role in the ICS System) will conduct an operations briefing approximately 1 hour prior to the start of the second operational period.

Local response agencies that are able to continue operations into the second operational period, mutual aid responders, MABAS 56 assets and other resources from the State of Illinois will be part of the briefing so that everyone understands their role in the response.

Once the IAP development process has been initiated, it will be continued through the duration of the deployment. The MCIMT will be utilized in the process and other IMT's or the State of Illinois IMT may be called in to assist if the response is a 24 hour operation that may continue for multiple operational periods. Requests for additional MCIMT members or additional IMT's will be made through the Montgomery County EMA.

The time of the demobilization of the MCIMT will be coordinated with the local IC or AA through the Montgomery County EMA. MCIMT may be asked to assist the local jurisdiction for the duration of the response.

Once the team has demobilized, MCIMT IC will coordinate the transition of command and control through the local IC and the Montgomery County EMA.

All team members will be sure to complete a demobilization form and let either MCEMA and/or Montgomery County 911 dispatch of their time of demobilization.

All documentation prepared by the MCIMT will be turned over to the Local IC or Planning Section Chief through the MC EMA.

#### Direction and Control

The Montgomery County IMT will be dispatched by the MCEMA. The MCIMT will be under the control of the MCIMT IC. The IC will be determined by the type of call that is being responded to and will generally parallel the response agency that provides the IC for the local response.

MCIMT will be tasked by the local IC or AA to accomplish the tasks that are needed by local responders. MC EMA will secure a written delegation of authority from the local IC or AA within 1 hour of the arrival of the MCIMT.

MCIMT IC may (and in many cases will) form a Unified Command with the local IC.

MCIMT will perform their tasks on the scene through the use of the Incident Command System and the Incident Action Plan development process.

MCIMT will demobilize once the MCIMT and the local IC (and or AA) has agreed that the need for the team has been met and the team can leave the scene.

CARETAKER LEASE AGREEMENT BETWEEN  
MONTGOMERY COUNTY, ILLINOIS  
AND  
~~NATURAL AREA GARDEN SERVICE~~

*Guardians*

*This Caretaker Lease Agreement* ("Agreement") is made this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between MONTGOMERY  
COUNTY, ILLINOIS, a body politic, hereinafter referred to as "County", and  
NATURAL AREA GUARDIAN ~~SERVICE~~, hereinafter referred to as "NAGS".

WITNESSETH:

*Whereas*, the County is the owner of certain property informally known as Kee  
Trail, comprising approximately 33 acres of land located in Butler Grove Township,  
Montgomery County, Illinois, more particularly described in the attached Exhibit A  
and referred to as "Property"; and,

*Whereas*, the County desires to have the Property maintained and cared for in  
a manner that is consistent with the surrounding natural and agricultural uses; and,

*Whereas*, NAGS has offered to maintain and care for the Property in accord  
with the intentions and long-term goals of the County as it relates to the Property;  
and, in exchange, NAGS, shall be allowed regular access to the Property, both for  
maintenance purposes, and for , the educational and recreational opportunities the  
Property affords.

*Now, Therefore,* in consideration of the above recited terms, and for other good and valuable consideration, the parties agree as follows:

1. **PROPERTY:** NAGS acknowledges that this is a Caretaker Lease Agreement and that NAGS accepts the Property in an "as is" condition. The County is not responsible for, nor is it required to make, any repairs or perform any maintenance upon the Property, except as it deems fit and necessary. NAGS is not responsible for any improvements to the Property, including grading or correcting drainage problems. The primary purpose of this Agreement is to ensure that the Property is properly maintained and cared for so that it is an asset to the community consistent with its historical and natural significance.

2. **TERM:** The term of this Agreement shall begin on the above stated date and shall continue for a period of three (3) years from said date. Thereafter, this Agreement will automatically renew on an annual basis on its anniversary date, if not terminated by either party pursuant to the following paragraph.

3. **TERMINATION:** In the event that all or a portion of the Property is needed for public purposes, the County may terminate this Agreement as to all or a portion of the Property upon not less than 30 days written notice to NAGS. If the County terminates this Agreement as to a portion of the Property, NAGS may elect to have the termination apply to the entirety of the Property. NAGS must notify the County in writing of this election within 30 days of the notice from the County. Additionally, the County may terminate this Agreement if any of

the work hereunder is not being completed the satisfaction of the County, in its sole, but reasonable discretion, upon 30 days written notice to NAGS. NAGS may terminate this Agreement if it determines, in its sole, but reasonable discretion, that it is unable to perform the required maintenance activities due to lack of financial or volunteer resources or the consequences of unanticipated damage to the trail by causes natural or otherwise, upon 30 days notice to the County.

3. USE OF THE PROPERTY:

A. The Property may not be used by NAGS or anyone other than the County to generate revenue unless the County has first approved such use and any revenue generated by such approved use shall belong to the County, unless otherwise agreed by the parties. The County may agree in its approval of any such use to allow NAGS to recoup costs that it incurs in connection with such revenue generating use.

B. NAGS will not use the Property, nor permit the Property, to be used for any purpose other than as stated above, unless otherwise agreed by the parties.

4. FUTURE CHANGES OR IMPROVEMENTS TO PROPERTY: NAGS must obtain the prior written consent of the County for all changes or improvements to the Property. The County reserves the right to deny approval of any and all improvements proposed by NAGS.

5. INSURANCE: NAGS agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily

injury and property damage in the amount of \_\_\_\_\_ per occurrence issued by an insurance company licensed in the State of Illinois and acceptable to the County. Montgomery County shall be named as an additional insured under this policy. NAGS shall, no later than ten (10) days from the execution term of this Agreement, deliver to the County the policy or certificates of insurance evidencing the coverage hereinabove stated. NAGS has the obligation to assure that the County has a valid unexpired certificate of insurance.

6. HOLD HARMLESS; NAGS agrees to protect, indemnify and hold harmless the County, its officers, employees and agents from and against all liabilities, actions, damages, claims, demands, losses, costs, suits or actions and attorneys' fees, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act of NAGS, its agents, invitees, licensees, at or upon the Property.

Dated: \_\_\_\_\_, 2011

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

\_\_\_\_\_  
President, Natural Area Guardians

All that parcel of land, one hundred (100) feet wide more or less situated in the East Half (E ½) of the Northwest Quarter (NW 1/4), the Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of Section Twenty-seven (27) and in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-six (26) and in the Northwest Quarter (NW 1/4), Northeast Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of Section Thirty-Five (35) all in Township Nine (9) North, Range Four (4) West of the Third Principal Meridian and being all of the right, title and interest of the Grantor herein and to those certain pieces or parcels of land and premises, easements, rights-of-way and any other rights of any kind whatsoever or pertinent thereto or used in conjunction therewith on or along that property of Hillsboro secondary tract of the former Cleveland, Cincinnati, Chicago and St. Louis Railroad Company described as follows: Beginning at a line which divides the West and East Half (W & E ½) of the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, thence extending in an Easterly and Southeasterly direction along the Center Line of said former railroad right-of-way to a line parallel with and Two Hundred (200) feet Northerly of the North line of Northwood Heights (the plat of Northwood Heights is recorded in Plat Record 2, page 150) all of which said real estate is located in Montgomery County, State of Illinois and an access easement twenty (20) feet in width, lying ten (10) feet on either side of the center line of the Montgomery County Fair Association's property being the former Cleveland, Cincinnati, Chicago and St. Louis Railroad line in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27) and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-eight (28) in Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois.

Property Address: 300 Water St., Butler, IL 62015  
Property I. D. Number: 11-27-400-008

Easement (Distribution) 3/05

**EASEMENT**  
(ELECTRIC)

KNOW ALL MEN BY THESE PRESENTS,

That Montgomery County Highway Department, Montgomery County, State of Illinois, its successors and assigns; hereinafter referred to as Grantor, whether one or more and whether an individual, individuals; corporation or other legal entity, for and in consideration of the sum of One and no/100<sup>ths</sup> Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to as "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and appurtenances thereto, including transformers, on, over, across, or under the following described land, in Section 11, Township 8 North, Range 4 West, Third P.M., Montgomery County, Illinois, to-wit:

A strip of land 8 feet in width by 8 feet in length, over the following described property:

Lot 28 of the HIGH SCHOOL ADDITION to the City of Hillsboro, Montgomery County, Illinois;  
Parcel No.: 16-11-403-010 (part)  
Address: 1215 Seymour Avenue, Hillsboro, IL 62049

The centerline of the 8 foot strip begins at a point approximately 13 feet North of the Southwest corner of said Lot 28; thence proceeds East for a distance of 8 feet;

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to remove at any time and from time to time, any and all brush, bushes, trees, roots undergrowth, rock or other obstructions upon, over or under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the construction, maintenance or use of, or endanger the safety of, said line or lines; and the right to license, permit or otherwise agree to the use or occupancy of said line or lines by any other person, association or corporation for electric and communication purposes; and with the further right to remove at any time any or all of the said line or lines, and appurtenances thereto erected upon, over or under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that it is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction of any kind or character that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Chairman of the Board and the corporate seal hereunto affixed this 13<sup>th</sup> day of September, 2011.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
MONTGOMERY COUNTY, ILLINOIS

ATTEST:

*Sandy Lethers*  
Secretary

By: *Michael Plunkett*  
Name: Michael Plunkett  
Title: Chairman of the Board  
Montgomery County, Illinois

STATE OF ILLINOIS

COUNTY OF MONTGOMERY

SS

This instrument was acknowledged before me on September 13<sup>th</sup>, 2011, by Michael Plunkett as Chairman of the Board of Montgomery County, Illinois.



*Christine A. Daniels*  
Notary Public

Prepared by: Ameren Illinois  
Allan D. Spelbring, Real Estate  
1915 Old Bus Line Road, POB 579  
Hillsboro, IL 62049

Return to: Ameren Real Estate, above address

ADS  
WR# IPMN065305  
09/02/11

FOR OFFICE USE ONLY						
SEC	TWP	RGE	QTR-QTR	QTR	PM	FACILITY NAME
11	8N	4W	NW	SE	3rd	

## ROAD USE AGREEMENT

**THIS ROAD USE AGREEMENT** ("Agreement") is entered into and is effective on SEPTEMBER 13, 2011, and is by and between the **Montgomery County (Illinois) Highway Department** ("Department"), acting by and through its Superintendent ("Superintendent"); and **Oeneus LLC d/b/a Savatran LLC**, a Delaware limited liability company authorized to do business in Illinois ("Savatran").

**WHEREAS**, Savatran is constructing a railroad ("Railroad") for the transportation of coal and other products from the "Hillsboro Energy Mine", owned by Hillsboro Energy LLC (an affiliate of Savatran), located in Montgomery County, Illinois ("County") to the mainline of the "Norfolk Southern Railway" located in or near the City of Coffeen in Section 3 of Township 7 North, Range 3 West, South Part East Fork Township in the County, during which construction Savatran must use and travel over that part or that section of "Fillmore Trail (County Hwy 8)" shown in red ("Road") on the drawing bearing the following legend: "PROPOSED TRACK TO SERVE SAVATRAN LLC MONTOMERY COUNTY, ILLINOIS" prepared by HDR Engineering, Inc. attached hereto and made a part hereof ("Attached Drawing") (which Road is marked on the Attached Drawing with the following notation: "Proposed Usage Length (*sic*) of Fillmore Trail Exhibit A" and which Road runs through the following: Sections 8, 9, and 10 of Township 8 North, Range 3 West, Montgomery County, Illinois);

**WHEREAS**, the "Hillsboro Energy Mine," the "Norfolk Southern Railway," and the Railroad (marked as "Prop. Hillsboro-Coffeen Connection") also are shown on the Attached Drawing; and

**WHEREAS**, the Department, while willing to authorize Savatran to use the Road during construction of the Railroad, desires to protect the interests of the citizens of the County and the public in general from the impacts of such use upon the Road during the construction of the Railroad.

**NOW THEREFORE**, the Department hereby authorizes, consents to, and approves of the use of the Road by Savatran and/or its employees, contractors, and subcontractors during the construction of the Railroad, subject to the following terms, conditions, and agreements:

1. At any and all times during the construction of the Railroad Savatran and its employees, contractors, and subcontractors (collectively "Others") can use the Road to (i) provide access to and from the Railroad and (ii) use and operate their vehicles, equipment, machinery, and trucks (collectively "Vehicles") to move, transport, and haul workers, equipment, materials, gravel, steel, rail, and supplies to and from the Railroad. The Department acknowledges and agrees that in so using the Road, Savatran and/or the Others may require or involve the use of Vehicles which are heavier or longer than otherwise or normally permitted on the Road (individually a "Heavy/Long Vehicle" and collectively the "Heavy/Long Vehicles"). The Department hereby consents to and authorizes the Heavy/Long Vehicles on the Road and hereby grants and/or issues to

Savatran and the Others a "specific road use permit" for each and every Heavy/Long Vehicle (individually or collectively, "Use Permit"). Savatran and the Department jointly shall document the condition and design (chip-seal, asphalt paved, gravel, dirt, etc.) of the Road prior to Savatran's use thereof under this Agreement. Savatran shall pay or reimburse the Department for the reasonable costs to repair any damage to the Road caused by the use of the Road by Savatran and/or the Others during the construction of the Railroad. Any such payment or reimbursement shall be made by Savatran within thirty (30) days after receipt of a properly documented invoice from the Department which sufficiently itemizes the work done to repair such damage. The District, in so granting or issuing any Use Permit, waives any load restriction which otherwise might or could have been imposed on the Road and/or on any Heavy/Long Vehicle.

2. Savatran shall assume responsibility for any interference with or damage to any existing utilities in, along, or upon the Road and shall hold the Department harmless with respect to any such interference or damage resulting from or arising out of the use of the Road by Savatran and/or the Others during the construction of the Railroad.

3. Savatran shall use commercially reasonable efforts to limit the time the Road is used during the construction of the Railroad.

4. This Agreement shall be effective on the date first written above and shall continue in effect during the period of the construction of the Railroad.

5. The terms, conditions and covenants of this Agreement shall be binding upon (i) Savatran and its successors and assigns and (ii) the Department and any successor authority succeeding to legal control of the Road.

6. Notice to be given hereunder shall be deemed to have been properly given if in writing and delivered in person or by regular U.S. Mail, with all necessary postage or charges fully pre-paid, at the address for Savatran and the Department shown below.

To Savatran: Savatran LLC  
Attn: \_\_\_\_\_  
208 Public Square, 4th Floor  
Benton, IL 62812  
Office: 618-439-4149  
E-mail: \_\_\_\_\_

To Department: Montgomery County (Illinois) Highway Department  
Attn: Superintendent:  
1215 SEYMOUR AVE.  
HILLSBORO, IL 62049  
Office: 217 532-6109  
Email: montgomerycoenge@gmail.com

7. By entering into this Agreement, Savatran does not waive, relinquish, diminish, or release any right(s) granted to it pursuant to its leases, deeds or other acquisition documents or by applicable laws and regulations having jurisdiction over any matter hereunder.

8. Nothing in this Agreement shall be construed to be an admission by Savatran of any liability for any claim made by the Department.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any court with competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the unenforceable provision shall be stricken but the remaining portion(s) shall continue in full force and effect.

10. This Agreement constitutes the entire agreement between Savatran and the Department (and the Superintendent) with respect to the subject matter hereof and supersedes all prior agreements and understandings between or among them, oral or written, relating to such subject matter.

**IN WITNESS WHEREOF**, Savatran and the Department each has executed this Agreement effective as of the date first written above and warrants to the other that the person signing this Agreement for or on its behalf is duly authorized to do so and has full and complete power to do so.

**MONTGOMERY COUNTY (ILLINOIS)  
HIGHWAY DEPARTMENT**, acting by and through its Superintendent

BY: *[Signature]*

NAME: KEVIN SMITH

TITLE: Superintendent of the Montgomery County (Illinois) Highway Department

**OENEUS LLC D/B/A SAVATRAN LLC**

BY: *[Signature]*

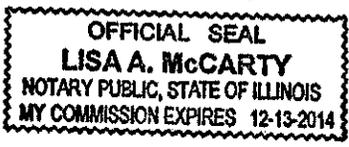
NAME: Samuel D. Hatcher

TITLE: authorized representative

STATE OF ILLINOIS )  
 )SS  
COUNTY OF Montgomery )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin Smith, personally known to me to be the Superintendent of the Montgomery County (Illinois) Highway Department, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Superintendent of the Montgomery County (Illinois) Highway Department he signed and delivered the said instrument of writing, pursuant to proper authority given, as his free and voluntary act and as the free and voluntary act and deed of the Montgomery County (Illinois) Highway Department for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20<sup>th</sup> day of September, 2011.



Lisa A. McCarty  
Notary Public

STATE OF ILLINOIS )  
 )SS  
COUNTY OF Franklin )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Samuel D. Hatcher, personally known to me to be the Authorized Person of Oeneus LLC d/b/a Savatran LLC, a Delaware limited liability company authorized to do business in Illinois, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Person he signed and delivered the said instrument of writing, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26<sup>th</sup> day of September, 2011.

Beth A. Harris  
Notary Public

This Instrument Prepared By:

Scott L. Messmore  
Bailey & Glasser LLP  
209 Capitol Street  
Charleston, WV 25301

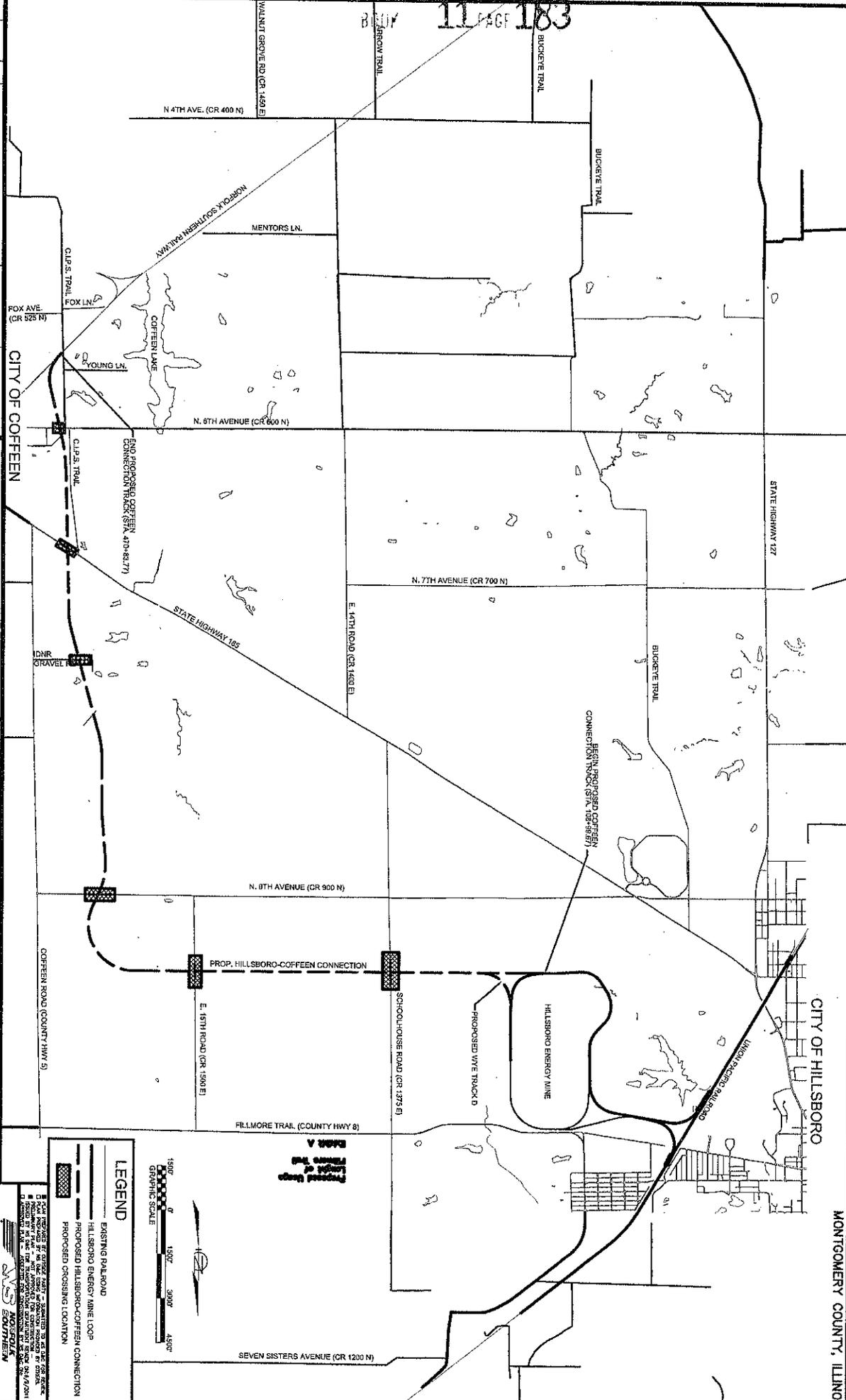


REV.	DATE	BY	DESCRIPTION
3			VAR UPDATED PER NS COMMENTS (6/8/11)
2			R UPDATED PER NS COMMENTS (6/8/11)
1			ASBHT ADDED PER NS COMMENTS (4/29/11)
1			DESCRIPTION

DESIGNED BY	NAME
DRAWN BY	NAME
CHECKED BY	D.G.
APPROVED BY	D.G.
DATE APPROVED	2/14/2011

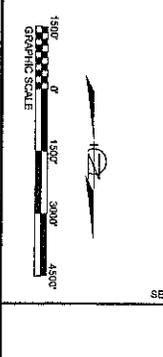
**HDR**  
 30 N. LA Salle STREET  
 SUITE 3220  
 CHICAGO, IL 60602-3348  
 TELEPHONE: 312-443-4900

**PROPOSED TRACK TO SERVE SAVATRAN LLC**  
 MONTGOMERY COUNTY, ILLINOIS



DATE	BY	DESCRIPTION
2/14/2011	D.G.	APPROVED

**NORFOLK SOUTHERN RAILWAY**  
 1000 N. LA SALLE STREET  
 CHICAGO, IL 60602-3348  
 TELEPHONE: 312-443-4900



**PROPOSED TRACK TO SERVE SAVATRAN LLC**  
 MONTGOMERY COUNTY, ILLINOIS

RESOLUTION #11 - 11

**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

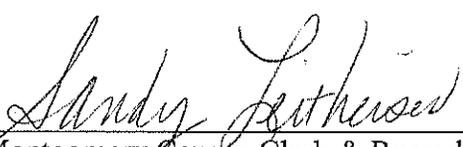
**WHEREAS**, United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities; and

**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 **Comprehensive Economic Development Strategy (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 11<sup>th</sup> day of October 2011.

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

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

**CARETAKER LEASE AGREEMENT BETWEEN  
MONTGOMERY COUNTY, ILLINOIS  
AND  
MONTGOMERY COUNTY NATURAL AREA GUARDIANS**

*This Caretaker Lease Agreement ("Agreement") is made this*  
11<sup>th</sup> day of October, 2011, by and between MONTGOMERY  
 COUNTY, ILLINOIS, a body politic, hereinafter referred to as "County", and  
 MONTGOMERY COUNTY NATURAL AREA GUARDIANS, a subcommittee of  
 the Montgomery County Soil and Water Conservation District (SWCD), hereinafter  
 referred to as "NAGS."

**WITNESSETH:**

*Whereas*, the County is the owner of certain property known as Arches Rail  
 Trail, comprising approximately 33 acres of land located in Butler Grove Township,  
 Montgomery County, Illinois, more particularly described in the attached Exhibit A  
 and referred to as "Property"; and,

*Whereas*, the County desires to have the Property maintained and cared for in  
 a manner that is consistent with the surrounding natural and agricultural uses; and,

*Whereas*, NAGS has offered to maintain and care for the Property in accord  
 with the intentions and long-term goals of the County as it relates to the Property;  
 and, in exchange, NAGS, shall be allowed regular access to the Property, both for  
 maintenance purposes, and for, the educational and recreational opportunities the

Property affords.

*Now, Therefore,* in consideration of the above recited terms, and for other good and valuable consideration, the parties agree as follows:

1. **PROPERTY:** NAGS acknowledges that this is a Caretaker Lease Agreement and that NAGS accepts the Property in an “as is” condition. The County is not responsible for, nor is it required to make, any repairs or perform any maintenance upon the Property, except as it deems fit and necessary. NAGS is not responsible for any improvements to the Property, including grading or correcting drainage problems. The primary purpose of this Agreement is to ensure that the Property is properly maintained and cared for so that it is an asset to the community consistent with its historical and natural significance.

2. **TERM:** The term of this Agreement shall begin on the above stated date and shall continue for a period of three (3) years from said date. Thereafter, this Agreement will automatically renew on an annual basis on its anniversary date, if not terminated by either party pursuant to the following paragraph.

3. **TERMINATION:** In the event that all or a portion of the Property is needed for public purposes, the County may terminate this Agreement as to all or a portion of the Property upon not less than 30 days written notice to NAGS. If the County terminates this Agreement as to a portion of the Property, NAGS may elect to have the termination apply to the entirety of the Property. NAGS must notify the County in writing of this election within 30 days of the notice from the County.

Additionally, the County may terminate this Agreement if any of the work hereunder is not being completed to the satisfaction of the County, in its sole, but reasonable discretion, upon 30 days written notice to NAGS. NAGS may terminate this Agreement if it determines, in its sole, but reasonable discretion, that it is unable to perform the required maintenance activities due to lack of financial or volunteer resources or the consequences of unanticipated damage to the trail by causes natural or otherwise, upon 30 days notice to the County.

**3. USE OF THE PROPERTY:**

A. The Property may not be used by NAGS or anyone other than the County to generate revenue unless the County has first approved such use and any revenue generated by such approved use shall belong to the County, unless otherwise agreed by the parties. The County may agree in its approval of any such use to allow NAGS to recoup costs that it incurs in connection with such revenue generating use.

B. NAGS will not use the Property, nor permit the Property, to be used for any purpose other than as stated above, unless otherwise agreed by the parties.

**4. FUTURE CHANGES OR IMPROVEMENTS TO PROPERTY:** NAGS must obtain the prior written consent of the County for all changes or improvements to the Property. The County reserves the right to deny approval of any and all improvements proposed by NAGS.

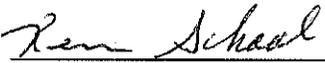
**5. INSURANCE:** NAGS agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily

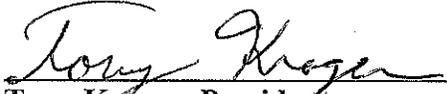
injury and property damage in the amount of \$1,000,000.00 per occurrence issued by an insurance company licensed in the State of Illinois and acceptable to the County. Montgomery County shall be named as an additional insured under this policy. NAGS shall, no later than ten (10) days from the execution term of this Agreement, deliver to the County the policy or certificates of insurance evidencing the coverage hereinabove stated. NAGS has the obligation to assure that the County has a valid unexpired certificate of insurance.

6. HOLD HARMLESS; NAGS agrees to protect, indemnify and hold harmless the County, its officers, employees and agents from and against all liabilities, actions, damages, claims, demands, losses, costs, suits or actions and attorneys' fees, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act of NAGS, its agents, invitees, licensees, at or upon the Property.

Dated: 10/11, 2011.

  
Mike Plunkett, Chairman  
Montgomery County Board

  
Ken Schaal, President  
Natural Area Guardians

  
Tony Krager, President  
Montgomery County SWCD Board

# *County of Montgomery*

## *Employee Voluntary Severance Plan*

### *Fiscal Year 2011*

Approved by the Finance Committee

October 3, 2011

County Severance Proposal  
Employee Payroll of July 15, 2011

Age is 55 years or more; and Consecutive years of service with County is 20 years or more

Item	Job Title	Union	Age Current	Health Insurance	Annual 2011	Earned Years of Service	BUY-OUT			New Hire Annual Salary	Annual Savings	Total Savings	To Age 65 Total Savings	
							1 Year Service = 1 Week Salary		Total Buy-Out					
							Years of Service	Per Week						
1	Deputy Collector I		61	Page 7	\$32,577	36	\$626	\$22,553	\$18,500	\$14,077	\$66,308			
2	Legal Secretary		62	Page 7	\$34,634	31	\$666	\$20,647	\$26,002	\$8,632	\$25,896			
3	Deputy Clerk	X	55	Page 7	\$34,543	31	\$664	\$20,593	\$18,500	\$16,043	\$160,433			
4	Office Manager		62	Page 7	\$34,163	26	\$657	\$17,081	\$26,002	\$8,161	\$24,483			
5	Legal Sec/ Office Manager		60	Page 7	\$35,967	26	\$692	\$17,984	\$26,002	\$9,965	\$49,827			
6	Legal Secretary		57	Page 7	\$33,833	25	\$651	\$16,266	\$26,002	\$7,831	\$62,650			
7	Deputy Clerk	X	60	Page 7	\$29,239	23	\$562	\$12,933	\$18,500	\$10,739	\$53,694			
<b>Total General Fund</b>										<b>\$234,957</b>	<b>\$128,057</b>	<b>\$159,508</b>	<b>\$75,449</b>	<b>\$433,292</b>

8	Shop Foreman		57	Page 7	\$55,723	32	\$1,072	\$34,291	\$44,575	\$11,148	\$89,186			
<b>Total Highway</b>										<b>\$85,623</b>	<b>\$34,291</b>	<b>\$44,575</b>	<b>\$11,148</b>	<b>\$89,186</b>

9	Office Manager		62	Page 7	\$43,829	30	\$843	\$25,286	\$18,500	\$25,329	\$75,987	
10	RN MCH Nurse/MCH Coord.		60	Page 7	\$53,105	27	\$1,021	\$27,574	\$35,000	\$18,105	\$90,525	
11	Secretary II		62	Page 7	\$34,683	26	\$667	\$17,342	\$18,500	\$16,183	\$48,550	
12	LPC, Outpt MH Program Coord.		59	Page 7	\$46,800	23	\$900	\$20,700	\$40,000	\$6,800	\$40,800	
13	RN Supervising Nurse		61	Page 7	\$58,033	22	\$1,116	\$24,552	\$35,000	\$23,033	\$92,132	

<b>Total Public Health</b>	<b>\$236,450</b>	<b>\$115,465</b>	<b>\$147,000</b>	<b>\$99,835</b>	<b>\$247,995</b>
<b>Total All Funds</b>	<b>\$577,430</b>	<b>\$277,802</b>	<b>\$351,085</b>	<b>\$176,046</b>	<b>\$876,472</b>

Soc Sec	\$21,252
IMRF	\$31,503
<b>Buy-Out</b>	<b>\$330,557</b>
	<b>(\$330,557)</b>

**Net Savings \$339,915**

**COUNTY OF MONTGOMERY**  
**EMPLOYEE VOLUNTARY SEVERANCE PLAN FISCAL YEAR 2011**

**GOAL:** To preserve the long-term financial stability of Montgomery County through the effective management of personnel and employee benefit expenses.

**METHOD:** Provide employees a financial incentive to voluntarily terminate their employment with Montgomery County and take advantage of their years of dedicated service and accrued benefit leave.

**DETAILS:** The program is strictly voluntary and no employees will be specifically targeted for participation. Although participation is specifically excluded for individuals holding office as Elected Officials or County Board Members, the employees in the offices of the elected officials may be included. Each elected official will determine if their office will participate in this Plan. Elected officials may also limit participation in this Plan to certain employment groups within their organization. All departments under the direct supervision of the Montgomery County Board will participate.

**To be eligible for participation in this Plan an employee MUST:**

1. **Be 55, or more, years of age;**
2. **Have 20, or more, consecutive years of service as an employee of Montgomery County.**

Employees electing to participate may not be employed by Montgomery County, in any capacity, during the four years immediately following the effective date of termination under this Plan (working an election or volunteer work do not apply to this restriction).

Employees are not required to "retire" to take advantage of this program. This means that any eligible employee can participate in this Plan. The decision of the employee to enter into a retirement designation with IMRF is totally separate from this Plan. That is a decision between the employee and IMRF. This Plan is not associated in any way with the IMRF programs. Employees that are eligible to retire under IMRF may do so concurrently with participation in this Plan. Employee is strongly urged to consult with IMRF regarding retirement options prior to executing any voluntary severance documents.

**INCENTIVES:**

1. Payment of all accrued and unused vacation time;
2. Payment of all accrued and unused compensatory time;
3. Payment of \$15 (fifteen dollars) per day of any accumulated sick leave (payment not to exceed 100 days);
4. Payment of 1 week's salary for every year of the most recent consecutive completed service;
5. Employees voluntarily terminating employment under this Plan who are currently participating in the County Employee Health Insurance Plan, and have been participating for at least 365 consecutive days prior to their date of voluntary termination, may continue participation in the Health Insurance Plan at their current coverage premium. The voluntarily terminated employee may elect annually to continue participation in the Health Insurance Plan under that same coverage at the then current County employee annual premium rate. Participation in the Health Insurance Plan is allowed until age 65 or until Medicare qualified, whichever comes first, at which time coverage under the Health Insurance Plan will cease.

No retroactive payments will be made to former employees who terminate under this Plan, including wage adjustments for future collective bargaining agreement settlements.

**EMPLOYEE PROCEDURES**

Employees considering participation in this Plan should complete Part I of the "Request to Participate in the County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011" form that is attached to this document. The form shall be submitted by the employee to the Montgomery County Board Chairman, (C/O Montgomery County Treasurer, #1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049) (post mark

included), no later than 3:00 p.m. October 21, 2011. The Montgomery County Board Chairman will review the request, calculate the employee's *estimated* incentive payment (based on the expected termination date), and return the form to the employee within 6 business days of receipt of the "Request to Participate in the County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011" form. The requesting employee would then indicate their decision to participate and their approval of the *estimated* incentive payment by signing the form in the appropriate place, and along with appropriately signed and executed "County of Montgomery Separation and Release of Claims Agreement", return the forms to the Montgomery County Board Chairman, (C/O Montgomery County Treasurer, #1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049) (post mark included), no later than 3:00 p.m. December 16, 2011. In those departments/offices electing to participate in this Plan, the permission of the respective Elected Official or department head is not required for any employee to participate. Participation is exclusively the decision of the employee. However, the respective Elected Official or department head must acknowledge employee participation in this Plan by signing in the appropriate place on the employee election form.

All employees interested in this Plan are strongly encouraged to meet with an IMRF representative and if applicable, the County's deferred compensation broker. Employees should consider the entire financial effect of this decision and should take time to consider the financial impact of this Plan.

Eligible employees who choose to participate in this Plan will be required to enter into a "County of Montgomery Separation and Release of Claims Agreement" that is attached to this document as a condition of receiving incentives outlined in this Plan. Employee should read the "County of Montgomery Separation and Release of Claims Agreement" carefully, as this document includes a release of all known and unknown claims. Employee is advised to consult with an attorney regarding the "County of Montgomery Separation and Release of Claims Agreement" prior to signing it, as the County cannot provide legal or tax advice. The executed "County of Montgomery Separation and Release of Claims Agreement" **must** be returned along with employee "Request to Participate in the County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011".

A fully executed "Release Agreement" (Attachment 3) must be signed, dated and returned to the Montgomery County Board Chairman, (C/O Montgomery County Treasurer, #1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049) (post mark included), no later than 3:00 p.m. on your last day worked. **ALL BLANKS AND SIGNATURE LINES MUST BE COMPLETE, AND THE DATE MUST NOT BE PRIOR TO YOUR LAST DAY WORKED!** A copy of all completed forms will be returned to you for your records.

**ALL QUESTIONS REGARDING THIS PLAN SHOULD BE DIRECTED TO THE MONTGOMERY COUNTY BOARD CHAIRMAN.**

**REQUEST TO PARTICIPATE IN THE COUNTY OF MONTGOMERY  
EMPLOYEE VOLUNTARY SEVERANCE PLAN FISCAL YEAR 2011**

**I. REQUEST FOR ESTIMATE OF INCENTIVE PAY**

I hereby request an estimate of the "Incentive Payment" amount that I would be eligible for if I elect to participate in the "County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011". (This Request for Estimate of Incentive Pay must be submitted no later than 3:00 p.m., October 21, 2011).

Printed Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_ Department: \_\_\_\_\_

\_\_\_\_\_ Day Time Phone Number: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

Latest Expected Termination Date \_\_\_\_\_ - (Must be no later than 3:00 p.m, December 16, 2011)

If applicable initial a, or b, below :

a. \_\_\_\_\_ Yes, I want to continue participation in the County Employee Health Insurance Plan as outlined in the "County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011", Page 1, INCENTIVES, 5;

b. \_\_\_\_\_ No, I do not want to continue participation in the County Employee Health Insurance Plan.

**II. INCENTIVE PAYMENT ESTIMATE**

The following incentive payment estimates are provided for the above-named employee in accordance with the terms provided for in the "County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011" and is subject to verification of accrued time.

- 1. \$ \_\_\_\_\_ Estimated value of all accrued and unused vacation time;
- 2. \$ \_\_\_\_\_ Estimated value of all accrued and unused compensatory time;
- 3. \$ \_\_\_\_\_ Estimated value of \$15 (fifteen dollars) per day of any accumulated sick leave (payment not to exceed 100 days);
- 4. \$ \_\_\_\_\_ Estimated value of 1 week's salary for every year of the most recent consecutive completed service;

**ALL SIGNATURES AND DATES MUST BE IN BLUE INK.**

\_\_\_\_\_  
Elected Official / Department Head Signature

\_\_\_\_\_  
Date

**III. ACCEPTANCE OF ESTIMATE AND ELECTION TO PARTICIPATE**

I understand that my voluntary election to participate is irrevocable as outlined in the "County of Montgomery Separation and Release of Claims Agreement" and that for consideration of the incentive payments provided for in the plan; I release all claims outlined in the "County of Montgomery Separation and Release of Claims Agreement", and I may not be employed by Montgomery County, in any capacity, during the four years immediately following the effective date of my termination under the Plan. I hereby declare my acceptance of the estimate of the incentive payment and my voluntary election to participate in the "County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011".

This completed and signed form, along with employee completed and signed "County of Montgomery Separation and Release of Claims Agreement", must be returned to the Montgomery County Board Chairman, (C/O Montgomery County Treasurer, #1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049) (post mark included). no later than December 16, 2011 (as stated in the Employee Procedures of the "County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011"). NOTE: "Release Agreement" (ATTACHMENT 3) must be signed and dated on your last day of employment and submitted to the Montgomery County Board Chairman, (C/O Montgomery County Treasurer, #1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049) (post mark included). NO EXCEPTIONS.

ALL SIGNATURES AND DATES MUST BE IN BLUE INK.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Board Chairman Signature

\_\_\_\_\_  
Date

**COUNTY OF MONTGOMERY  
SEPARATION AND RELEASE OF CLAIMS AGREEMENT**

This **SEPARATION AND RELEASE OF CLAIMS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between \_\_\_\_\_ ("Employee"), and the COUNTY OF MONTGOMERY, ILLINOIS ("County" or "Employer").

**RECITALS**

**WHEREAS**, Employee will voluntarily terminate employment with the County on \_\_\_\_\_, 2011 ("Termination Date") as part of the "County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011" (Plan); and

**WHEREAS**, the County and the Employee have agreed to provide for a full settlement, release and discharge of all claims that Employee has or may have against the County, arising out of or relating to Employee's employment and voluntary termination from employment with the County; and

**WHEREAS**, the County has advised the Employee in writing to seek legal counsel to assist in the consideration of this Agreement; and

**WHEREAS**, the Employee has been given at least Forty-five (45) days to consider this Agreement and the "Release Agreement" (ATTACHMENT 3); and,

**WHEREAS**, the Employee has had the opportunity to review this Agreement with legal counsel and understands the meaning and significance of this Agreement and has freely elected to enter into this Agreement with the County;

**NOW, THEREFORE**, the County and the Employee promise and agree as follows:

**1. DEFINITION OF COUNTY**

For purposes of this Agreement the terms "County of Montgomery, County and Employer" shall include, without limitation, the County of Montgomery, the Montgomery County Board, all County Board Members, the County Sheriff, the County Clerk, the County Treasurer, the County Coroner, the County Recorder, the County Supervisor of Assessments, the County Board of Review, the County Regional Superintendent of Schools, the County Clerk of the Circuit Court, the Chief Judge of the 4th Judicial Circuit, the County State's Attorney, as well as any and all elected or appointed County Officials.

**2. IRREVOCABLE RESIGNATION**

Employee, contemporaneously with the execution of this Agreement shall submit his/her "Irrevocable Letter of Resignation" (ATTACHMENT 1) from employment, which is attached hereto, and which resignation is accepted by the Employer. Employee's effective termination date under the Plan must be no later than 3:00 p.m, December 16, 2011 (inclusive), as indicated in the Recitals of this Agreement.

**3. REVIEW OF AGREEMENT/ KNOWING AND VOLUNTARILY RELEASE:**

County has advised and hereby expressly advises Employee to consult with an attorney of his/her choosing prior to executing this AGREEMENT which contains a general release and waiver as well as a release under the Age Discrimination Employment Act of 1967. Employee acknowledges that Employee fully understands his/her right to review this AGREEMENT with an attorney of his/her choosing and has had such opportunity. Employee has read and fully understands all the provisions of this AGREEMENT and that Employee is freely, knowingly and voluntarily entering into this AGREEMENT.

**4. RELEASE OF CLAIMS BY EMPLOYEE**

**PRIOR TO RECEIVING PAYMENTS AND BENEFITS OUTLINED UNDER SECTION 5 OF THIS AGREEMENT AND AS A CONDITION PRECEDENT, ON THE LAST DAY OF EMPLOYMENT, THE EMPLOYEE SHALL SIGN THE "Release Agreement" (ATTACHMENT 3), WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.**

In the event that the Employee rescinds the signing of the "Release Agreement" (ATTACHMENT 3), within the seven day revocation period provided in the "Release Agreement" ATTACHMENT 3), the County shall have no

obligation to provide any of the payments and benefits (consideration) under this Agreement. The Employee's "Irrevocable Letter of Resignation" (ATTACHMENT 1) from employment, referenced in Paragraph 2 and which is attached hereto, shall remain valid.

#### 5. SEVERANCE PLAN AND CONSIDERATION

In return for the Release of Claims By Employee, Section 4, as set forth above, and other promises made herein, the County shall provide the following consideration, **which is in addition to** anything that Employee is otherwise entitled to under County policy, collective bargaining agreement, and/or law:

(A) Provided this Agreement is not revoked by the Employee in accordance with the *Older Workers Benefit Protection Act*, the County will provide Employee the following upon the expiration of the seven day revocation period:

1. Payment of all accrued and unused vacation time;
2. Payment of all accrued and unused compensatory time;
3. Payment of \$15 (fifteen dollars) per day of any accumulated sick leave (payment not to exceed 100 days);
4. Payment of 1 week's salary for every year of the most recent consecutive completed service;
5. Employees voluntarily terminating employment under this plan who are currently participating in the County Employee Health Insurance Plan, and have been participating for at least 365 consecutive days prior to their date of voluntary termination, may continue participation in the Health Insurance Plan at their current coverage premium. The voluntarily terminated employee may elect annually to continue participation in the Health Insurance Plan under that same coverage at the then current County employee annual premium rate. Participation in the Health Insurance Plan is allowed until age 65 or until Medicare qualified, whichever comes first, at which time coverage under the Health Insurance Plan will cease. **NOTE: Payment of Health Insurance premiums under this Plan must be received by the County Payroll Office, located in the Montgomery County Treasurer's Office, #1 Court House Square, Room 101, no later than 3:00 p.m., the second Tuesday of every month. Payment shall be accepted only by personal check, certified check, cashier's check, money order, or cash. Any payment by check that is made with non-sufficient funds will be treated as a non-payment. A violation to adhere to this noted requirement will be grounds for the County Board to review possible immediate termination of the participant from the County Health Insurance program.**

The incentives under this Plan will be paid in the pay period immediately following Employee's date of separation, or sooner, but in no case later than February 1, 2012. However, **in no event will payment be made prior to the expiration of the 7 day revocation period required by the *Older Workers Benefit Protection Act* at which time this Agreement is in full force and effect.**

The County will withhold social security, federal, state, local taxes, and/or any other required deduction(s) from all wages paid in accordance with applicable law.

No retroactive wage payments will be made to former Employees who terminate under this Plan, including wage adjustments for any future collective bargaining agreement settlements.

If the Employee timely elects to revoke this Agreement in accordance with the *Older Workers Benefit Protection Act*, the Employee shall not be entitled to receive the incentives provided for under this Agreement. However, the Employee's "Irrevocable Letter of Resignation" (ATTACHMENT 1) will still be valid.

#### 6. RETURN OF COUNTY PROPERTY

Employee agrees to return all County owned property in Employee's possession no later than 3:00 p.m. on Employee's Latest Expected Termination Date stated in Section I of the "Request to Participate in the County of Montgomery Employee Voluntary Severance Plan Fiscal Year 2011". Failure to return said property shall constitute a breach of this Agreement and no monies or benefits contained in this Agreement shall be paid until all property is returned.

**7. NO RE-EMPLOYMENT FOR FOUR YEARS**

Employee may not be employed by Montgomery County in any capacity during the four years immediately following the effective date of termination under the Plan (working an election and/or volunteer work do not apply to this restriction).

**8. EMPLOYMENT REFERENCE**

Should Montgomery County be contacted by a potential employer(s), a neutral reference will be given stating the dates of employment and last position held.

**9. FAILURE TO ENFORCE NOT A WAIVER**

The County may delay or forego enforcing any of its rights or remedies under this Agreement without losing them.

**10. DENIAL OF LIABILITY**

The parties agree that nothing herein is intended or should be construed as an admission that either party engaged in wrongful or illegal conduct.

**11. CONTROLLING LAW/VENUE**

The laws of the State of Illinois shall govern the interpretation of this Agreement. Venue shall be in the Circuit Court of the Fourth Judicial District, Montgomery County, Illinois.

**12. EMPLOYEE BREACH OF AGREEMENT**

In the event that the Employee breaches any of the Employee obligations under this Agreement, any outstanding obligations of the County hereunder shall immediately terminate, and any payments previously made to Employee pursuant shall be returned to the County, including any attorney's fees and costs incurred by the County recovering them, whether or not a lawsuit is filed.

**13. RECITALS ADOPTED**

The Recitals of this Agreement are adopted as if fully set forth herein.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the complete Agreement between Employee and the County. No other promises or agreements, either express or implied, shall be binding upon such parties unless hereinafter reduced to writing and signed by Employee and the County.

**PLEASE READ CAREFULLY, THIS DOCUMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, The County and the Employee have agreed to the above terms and have applied their signatures as follows:

**ALL SIGNATURES AND DATES MUST BE IN BLUE INK.**

EMPLOYEE

FOR THE COUNTY

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Print County Board Chairman Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**IRREVOCABLE LETTER OF RESIGNATION**

I, \_\_\_\_\_ submit my irrevocable letter of resignation as an employee of the

County of Montgomery, Illinois. My resignation is effective \_\_\_\_\_, 2011.

**ALL SIGNATURES AND DATES MUST BE IN BLUE INK.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT:

\_\_\_\_\_  
Elected Official / Department Head Signature

\_\_\_\_\_  
Date

## ATTACHMENT 2

**Job Title, Age, and Years of Service of all Full-Time County Employees**  
**Payroll Dated July 15, 2011**

To be eligible for participation in this Plan an employee MUST:

1. Be 55, or more, years of age;
2. Have 20, or more, consecutive years of service as an employee of Montgomery County.

Employee	Job Title	Age	Years of Service
<b>ELIGIBLE:</b>			
1	Deputy Collector I	61	36
2	Shop Foreman	57	32
3	Legal Secretary	62	31
4	Deputy Clerk	55	31
5	Office Manager	62	30
6	RN MCH Nurse/MCH Coord.	60	27
7	Office Manager	62	26
8	Secretary II	62	26
9	Legal Sec/ Office Manager	60	26
10	Legal Secretary	57	25
11	Deputy Clerk	60	23
12	LPC, Outpt MH Program Coord.	59	23
13	RN Supervising Nurse	61	22

<b>INELIGIBLE:</b>			
14	Deputy/ Clerk/ Recorder	53	35
15	Billing Agent	54	34
16	Maintainer	53	34
17	Office Manager	49	23
18	Secretary	47	23
19	Probation Officer	48	22
20	Secretary II	53	21
21	Telecommunicator	47	21
22	Cook	44	21
23	Deputy Assessor I	54	20
24	Deputy Sheriff	56	19
25	Deputy Clerk	53	19
26	PSR Coordinator	51	19
27	IT Specialist	46	19
28	RN BCC Program Coord	55	18
29	RN CCU Case Manager	62	17
30	MCH Clerk	58	17
31	Maintenance Engineer	54	17
32	Administrative Assistant	53	17
33	Maintainer	50	17
34	Undersheriff	42	17
35	Chief Deputy Clerk/ Recorder	58	16
36	Deputy Assessor I	57	16
37	RN Staff Nurse	57	16
38	Assessment Clerk	48	16
39	Deputy Clerk	47	16

40	Revenue Agent I	45	16
41	Chief Deputy Sheriff	45	16
42	Assistant Treasurer	38	16
43	Deputy Clerk/ Recorder	65	15
44	Telecommunicator	51	15
45	Telecommunicator	43	15
46	LPC Mental Health Therapist	41	15
47	LPN CCU Supervisor	54	14
48	Telecommunicator	41	14
49	Case Manager	38	14
50	Chief Probation Officer	37	14
	CADC, LPC Sub. Abuse.		
51	Counselor	37	14
52	Deputy Clerk	35	14
53	RN Prevention Specialist	59	13
54	Supervisor of Assmts	54	13
55	MH Billing Specialist	53	13
56	Deputy	45	13
57	Communications Division Captain	44	13
58	Deputy	42	13
59	Maintainer	38	13
60	Court Security Officer	63	12
61	Deputy Clerk	57	12
62	Information Service Manager	56	12
63	County Coordinator	53	12
64	Nursing Clerk/ V&H Tech	46	12
65	Fiscal Manager	40	12
66	Deputy	37	12
67	Public Defender	58	11
68	Court Security Officer	68	10
69	MCH Clerk	60	10
70	PSR Educator	56	10
71	Solid Waste Inspector	56	10
72	Maintainer	53	10
73	Jailer	52	10
74	LPN Elder Abuse Worker	48	10
75	Admin. Asst./ Recycling Educator	45	10
76	Administrator	45	10
77	Deputy	44	10
78	Deputy	43	10
79	Deputy Sheriff	40	10
80	Asst. County Engineer	33	10
81	EMA Director	62	9
82	Jailer	59	9
83	Seasonal Maintainer	54	9
84	Deputy Clerk	50	9
85	Deputy	44	9
86	RN MH Case Manager Coord.	43	9
87	Maintainer	41	9
88	Director of Environmental Health	39	9
89	Correctional Officer	33	9
90	Maintainer	49	8
91	Recycling Laborer	47	8
92	RN Medical Records Coord.	47	7
93	Laborer	46	7
94	RN MCH Nurse	46	7

95	Probation Officer	45	7
96	CCU Case Manager	31	7
97	Full Time Corrections	57	6
98	Correctional Officer	53	6
99	CCU Aide	51	6
100	Mental Health Counselor	32	6
101	Director of CRC	63	5
102	Telecommunicator	55	5
103	Assistant Collector	50	5
104	Records Clerk	48	5
105	Deputy Clerk/ Recorder	37	5
106	Telecommunicator	33	5
107	Office Manager	33	5
108	Custodian/Maint.	59	4
109	Assistant State's Attorney	57	4
110	Correctional Officer	52	4
111	Custodian	49	4
112	CCU Coordinator	47	4
113	Telecommunicator	45	4
114	Deputy Clerk	40	4
115	Legal Secretary	39	4
116	Deputy Clerk/ Recorder	36	4
117	Associate Sanitarian	35	4
118	Payroll Clerk	34	4
119	CCU Case Manager	32	4
120	Telecommunicator	30	4
121	Deputy Sheriff	27	4
122	GIS Coordinator	56	3
123	Deputy Clerk/ Recorder	54	3
124	MCH Clerk	52	3
125	Mental Health Counselor	52	3
126	Sheriff's Deputy	47	3
127	Mental Health Case Manager	46	3
128	Payroll Clerk/ Typist	45	3
129	Field Assistant	44	3
130	Laborer	39	3
131	911 Secretary	33	3
132	Assistant State's Attorney	33	3
133	Deputy	31	3
134	Animal Control Warden	51	2
135	Veteran's Assistant	51	2
136	MCH Nurse	45	2
137	Billing Agent	45	2
138	Substance Abuse Counselor	40	2
139	Telecommunicator	30	2
140	Deputy Sheriff	28	2
141	Deputy Clerk	26	2
142	Probation Officer	25	2
143	CCU Care Coordinator	61	1
144	CCU Information Specialist	55	1
145	CCU Aide	44	1
146	MCH Nurse	42	1
147	Mental Health Counselor	41	1
148	CCU Care Coordinator	40	1
149	Telecommunicator	38	1
150	Deputy Clerk/ Recorder	38	1

151	County Engineer	38	1
152	Telecommunicator	37	1
153	Account Clerk	35	1
154	Telecommunicator	31	1
155	Full Time IT	30	1
156	Deputy Clerk	27	1
157	Probation Officer	26	1
158	Correctional Officer	24	1
159	Receptionist	24	1

## ATTACHMENT 3

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (ATTACHMENT 3) IS TO BE EXECUTED BY THE EMPLOYEE ON THE LAST DAY OF EMPLOYMENT.

PLEASE READ THIS CAREFULLY, THIS DOCUMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN CONSIDERATION OF THE COUNTY'S PROMISES FOUND IN SECTION 5 OF THE "COUNTY OF MONTGOMERY SEPARATION AND RELEASE OF CLAIMS AGREEMENT", THE EMPLOYEE PROMISES AS FOLLOWS:

**1. GENERAL RELEASE**

In consideration of the County's agreement to provide certain wages and benefits as set forth in the "County of Montgomery Separation and Release of Claims Agreement", **THE EMPLOYEE AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE THE COUNTY**, and all of its officers, elected officials and employees, in both their personal and official capacities, from any and all claims, lawsuits or causes of action of every kind or nature, at law or equity, which Employee may now have or claim to have, whether known or unknown from the beginning of the Employee's employment to and through the date of this Agreement. **THIS RELEASE COVERS ALL TYPES OF LEGAL CLAIMS**, whether arising from tort, statute, ordinance, regulation, common law or collective bargaining agreement, including but not limited to any and all actions, causes of action, claims, rights, obligations, charges, damages, costs, attorney's fees, suits and demands arising out of or based upon employment relations, collective bargaining agreements, rights to arbitration, wrongful or retaliatory discharge, constructive discharge. **THIS AGREEMENT INCLUDES THE RELEASE OF ANY AND ALL CLAIMS AGAINST THE COUNTY ARISING UNDER FEDERAL OR STATE LAW** including, without limitations all of Employee's reasonable rights under any and all State, Federal and local statutes, laws, ordinances, executive orders, and regulations; the Constitution of the United States (including all amendments thereto); the Constitution of the State of Illinois; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq.; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.; all claims under 42 U.S.C. §§ 1983, 1985, 1988; the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq.; the Fair Labor Standards Act of 1938 as amended, 29 U.S.C. §201 et seq.; the Civil Rights Act of 1866, 42 U.S.C. §1981 et seq.; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Illinois Minimum Wage Law, 820 ILCS 105 et seq.; the Illinois Public Labor Relations Act, 5 ILCS 315; the Illinois Wage Payment and Collection Act, 820 ILCS 115 et seq.; and any other statute under which employee could assert a cause of action. **THIS AGREEMENT DOES NOT RELEASE CLAIMS OR RIGHTS THAT THE EMPLOYEE MAY HAVE UNDER THE WORKERS COMPENSATION ACT, 20 ILCS 305-1 ET SEQ.**

It is the intention of Employee and the County that in executing this Agreement, Employee is providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the County and its agents, jointly and separately, individually and in their representative capacities, for any injuries or damages incurred by Employee occurring on or prior to the date this Agreement is executed by Employee. **EXCLUDED FROM THIS WAIVER AND RELEASE IS ANY CLAIM OR RIGHT WHICH CANNOT BE WAIVED BY LAW, INCLUDING CLAIMS ARISING AFTER THE DATE OF THIS AGREEMENT.**

Employee further agrees that if Employee files a charge with the EEOC or is a party to such a charge, **EMPLOYEE SHALL NOT BE ENTITLED TO RECOVER ANY DAMAGES OR ATTORNEY'S FEES** as a result of disposition of the charge.

**2. WAIVER AND RELEASE OF AGE DISCRIMINATION CLAIMS**

In compliance with the *Older Workers Benefit Protection Act*, 29 U.S.C. §626(f), Employee acknowledges having knowingly and voluntarily signed and entered into this Agreement, and that:

- (a) This Agreement is written in a manner calculated to be understood by Employee, and **EMPLOYEE UNDERSTANDS ALL OF THE TERMS OF THIS AGREEMENT.**
- (b) In addition to the waiver and release of all other claims, **THIS AGREEMENT RESULTS IN THE WAIVER OF AND RELEASE BY EMPLOYEE OF ALL CLAIMS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, 29 U.S.C. §621, et seq. ("ADEA").**
- (c) In exchange for the waiver and release by Employee of all ADEA claims, **EMPLOYEE IS RECEIVING CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH EMPLOYEE ALREADY IS ENTITLED** under the Employee's collective bargaining agreement, County policy and/or law.
- (d) **EMPLOYEE HAS BEEN ADVISED TO AND HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY** regarding the subject matter of this Agreement prior to its execution by Employee.
- (e) **EMPLOYEE HAS BEEN GIVEN A LISTING OF THE JOB CLASSIFICATIONS AND AGES OF EMPLOYEES IN EACH CLASSIFICATION ELIGIBLE AND INELIGIBLE FOR PARTICIPATION IN THE PLAN.** This listing is attached to this Agreement and designated as Attachment 2.
- (f) **EMPLOYEE WAS GIVEN A PERIOD OF AT LEAST FORTY-FIVE (45) CALENDAR DAYS IN WHICH TO CONSIDER THIS AGREEMENT, AND MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER ITS EXECUTION** by providing written notice of revocation to the Montgomery County Board Chairman, (C/O Montgomery County Treasurer, #1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049) (post mark included).

**3. NO PENDING ACTIONS/RESPONSIBILITY FOR LEGAL FEES AND COSTS**

The Employee shall not bring any claim or legal action against any of the Releasees for any claim waived and released under this Agreement and the Employee represents and warrants that no such claim or action has been filed, or is pending to date. The Employee further agrees that should the Employee bring any type of administrative or legal action arising out of claims waived under this Agreement, the Employee will bear all legal fees and costs, including those of the Releasees. Employee also agrees not to initiate, assist, support, join, participate in, encourage, or actively cooperate in the pursuit of any employment-related legal claims against the County or its employees or agents, whether the claims are brought on the Employee's own behalf or on behalf of any other person or entity. Nothing in this paragraph will preclude the Employee from testifying truthfully in any legal proceeding pursuant to subpoena or other legal process.

**PLEASE READ THIS CAREFULLY, THIS DOCUMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**SIGNED BY THE EMPLOYEE ON THE LAST DAY OF EMPLOYMENT:**

**ALL SIGNATURES AND DATES MUST BE IN BLUE INK.**

**EMPLOYEE SIGNATURE:** \_\_\_\_\_

**EMPLOYEE PRINTED NAME** \_\_\_\_\_

**DATE OF SIGNING:** \_\_\_\_\_, 2011

TO THE HONORABLE COUNTY BOARD )  
 )  
COUNTY OF MONTGOMERY ILLINOIS )

RESOLUTION

WHEREAS, the County Board of Montgomery County, Illinois, has the authority to create and operate a Delinquent Tax Liquidation Program pursuant to Section 21-90 of the Property Tax Code of 1993 and pursuant to Section 35 of the Mobile Home Local Services Tax Enforcement Act; and

WHEREAS, this program would further the specific goals of seeking to recover delinquent real estate and mobile home local services taxes for the benefit of all taxing districts upon those parcels of real estate and mobile homes which would otherwise be forfeited to the State of Illinois, and promoting the return of these properties and mobile homes to taxpaying status through the expeditious transfer of ownership thereof; and

WHEREAS, the Treasurer, at the request of the County Board, has contacted Joseph E. Meyer for the purpose of entering into an agreement which would appoint Mr. Meyer as the Tax Agent of the County of Montgomery for operation of the County's Delinquent Tax Liquidation Program; and

WHEREAS, Mr. Meyer has submitted to this meeting of the County Board a proposed form of "PROFESSIONAL SERVICE AGREEMENT" for such Program, which would authorize Mr. Meyer to secure redemptions, prepare all notices for mailing, file petitions, prepare applications and orders for deeds and tax certificates of title, prepare all necessary writs, locate parties of interest, inspect tax-delinquent properties and mobile homes, and fulfill all other statutory procedures necessary for the County to obtain tax deeds for parcels of real property and tax certificates of title for mobile homes and to offer such parcels and mobile homes at public auction sale and

WHEREAS, said "PROFESSIONAL SERVICE AGREEMENT" provides that in return for services performed pursuant to such agreement, the Tax Agent will be compensated as follows:

- a) In cases of redemptions and assignments of tax certificates, the Tax Agent shall receive all penalties and interest accruing upon the certificates of purchase after the date of sale; and
- b) In cases in which the County has obtained a tax deed or certificate of title, and upon conveyance of the property or mobile home to a new owner, the Tax Agent shall receive a minimum of Four Hundred Fifty Dollars (\$450.00) or 25% of the purchase price, whichever is greater, unless the sales price of any piece of property or mobile home is \$450.00 or less, in which event the Agent shall receive the full sales price as compensation and no additional fee shall be due upon that property or mobile home; and

WHEREAS, the County Board finds that it would be advantageous to the County of Montgomery to enter into the proposed "PROFESSIONAL SERVICE AGREEMENT" with the said Joseph E. Meyer, appointing him as the Tax Agent to act on behalf of the County of Montgomery in the operation of the County's Delinquent Tax Liquidation Program;

NOW THEREFORE BE IT RESOLVED that the Chairman of the Montgomery County Board is hereby authorized and directed to enter into and to subscribe such proposed "PROFESSIONAL SERVICE AGREEMENT" on behalf of the County of Montgomery and the said Joseph E. Meyer, appointing him as the Tax Agent for the County of Montgomery in order to operate the County's Delinquent Tax Liquidation Program, effective from and after the date of such subscription.

DONE IN OPEN MEETING THIS 11<sup>th</sup> DAY OF October, 2011.

COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS

By: *Michael R. Alt*

(SEAL)

ATTEST: *Sandra Leithaiser*  
Montgomery County Clerk

**F I L E D**  
OCT 17 2011

*Sandra Leithaiser* COUNTY CLERK

### PROFESSIONAL SERVICE AGREEMENT

This Agreement entered into by and between the County Board of Montgomery County, Illinois, in its capacity as Trustee for taxing districts pursuant to the authority of 35 ILCS 200/21-90 and 35 ILCS 516/35, hereinafter referred to as "County", in accordance with Resolution duly and regularly adopted, and Joseph E Meyer, hereinafter referred to as "Agent";

WITNESSETH:

WHEREAS the County Board deems the best interests of County and the taxing districts therein to be served through the creation of a Delinquent Tax Liquidation Program for the attainment of the following specific goals of County and its several taxing districts, to-wit:

- (1) To recover delinquent real estate and mobile home local services taxes for the benefit of all taxing districts within the County; and
- (2) To restore tax delinquent property to tax paying status; and

WHEREAS Agent desires to provide, and County desires to obtain, the knowledge, skills and experience of Agent in the establishment and operation of such a Delinquent Tax Liquidation Program for County and its taxing districts;

NOW THEREFORE, in consideration of the joint and several promises and benefits hereinafter set forth, the parties hereto agree as follows:

1 Appointment Of Agent And Overview Of Services To Be Provided:

A. The parties agree that Agent is hereby appointed the agent of County pursuant to the provisions of 35 ILCS 200/21-90 and 35 ILCS 516/35, and that Agent shall establish and administer the County Delinquent Tax Liquidation Program (hereinafter referred to as the "Program"), for the benefit of County and its taxing districts, and as its agent shall exercise the rights provided to County by statute for the purpose of securing redemptions and liquidations of the tax delinquent real estate and mobile homes (hereinafter collectively referred to as "property" and "properties") situated within Montgomery County, Illinois, and in conjunction therewith Agent shall provide the following services and exercise the following powers for and on behalf of County:

- 1) Represent County (in its capacity as Trustee for its taxing districts) at all Annual Tax Sales conducted hereafter and bid thereon the maximum amount permitted by law on all tax delinquent properties in the absence of other bidders;
- 2) Cause and supervise the preparation and service of all notices required by law;
- 3) Cause the preparation and filing by his staff attorney of all required petitions, applications and orders for tax deeds and tax certificates of title;
- 4) Cause and supervise the conduct of all required research concerning the identity and location of parties of interest;
- 5) Cause and supervise the inspection of properties as required in both the acquisition and disposition thereof;
- 6) Cause and supervise the fulfillment of all other requirements of law in obtaining tax deeds and tax certificates of title in favor of County as to tax delinquent properties within the county; and
- 7) Manage and subsequently liquidate properties so acquired; and
- 8) In those cases deemed appropriate by Agent, institute and maintain collection proceedings in Circuit Court against persons and entities liable by law for the payment of delinquent real estate and mobile home local services taxes

B. Agent shall diligently pursue a continuous process of collection of delinquent taxes in the name of the County, and, subject to the direction of County, may employ the use of extensions of periods of redemption and the filing of petitions for tax deeds and mobile home tax certificates of title as Agent may deem necessary. Agent may in his sole discretion institute, dismiss, discontinue and/or suspend for such period(s) as Agent may determine, any tax deed or tax certificate of title proceeding involving real property or mobile homes sold to County for delinquent taxes,

Katherine J. Richardson  
COUNTY CLERK

FILED  
OCT 17 2011

C Agent shall, at all times, provide the services of his staff attorney with respect to the conduct and operation of the Program, and all matters requiring the assistance of counsel shall be referred to such attorney, or, if appropriate, shall be performed under his supervision and control. Further, such attorney shall agree to act as an Assistant State's Attorney, should the County desire, for representation of the County's interests under the Program or with respect to any property administered there under.

D. The Agent will take all steps necessary to manage and operate the property to which title is taken in the name of the County, As Trustee, and may post property with signage supplied by Agent notifying the public of the availability thereof for sale.

E. Agent shall conduct a public oral or sealed bid auction sale of all property to which title has been taken in the name of County, as Trustee, and as to which potential purchasers have expressed interest. Agent shall answer all inquiries relating to such properties, and diligently pursue all reasonable efforts to procure the rapid disposition of property at auction sale. Agent shall, at Agent's expense, and prepare, furnish and distribute auction sale catalogs, and shall receive the proceeds of sale thereof. In cases of oral auction sales, Agent will conduct such auction sale at a location selected and provided by the County, and Agent will obtain a qualified auctioneer to call the sale. All proceeds of auction sales shall be deposited into the escrow account hereinafter described, and Agent will attend to the processing of all proceeds and sales documentation resulting from auction sales. After each auction sale, Agent shall obtain all information and perform all other incidental acts necessary for transfer of each property to its auction sale purchaser.

F. Agent shall fully inform the County as to the operation of the Program, and shall cooperate in establishing minimum prices, rules of sales and general principals of accountability.

G Agent and his legal staff shall assist the State's Attorney in pursuing marketable title to parcels of real property acquired through the Program that prove otherwise unmarketable. All required legal actions will be pursued in the name of the County, as Trustee, and any summons or other papers which may not legally be served by Agent or his personnel will be served by the Office of the Sheriff of the County. The expense of any such legal action concerning the validity of the County's title will be paid from the proceeds of the Program unless the action is made necessary by intentional misconduct on the part of Agent or anyone in his employ, in which case the cost shall be borne by Agent.

H Agent shall, at his expense, provide and continuously maintain his own separate and independent business office and shall conduct all business and transactions pertaining to the Program from such office or from the County Courthouse. All business office expenses, office supply expenses, salaries of employees, and other expenses incurred by Agent not specifically provided otherwise herein shall be paid solely by Agent. All files pertaining to the Program and maintained by Agent shall remain in the office of the Agent, but all such files and all papers, documents, letters, and memoranda contained therein or pertaining thereto shall remain the property of County, and County shall have full access thereto at all times during normal business hours.

## 2. Mechanics of Operation:

A The parties acknowledge and agree that Agent will attend to and conduct the following types of transactions through the Program on behalf of County:

1) Redemptions - The payment of the full amount shown upon the face of the Tax Sale Certificate plus the subsequently accruing taxes, penalties, costs, fees, and charges as specified by the Illinois Property Tax Code of 1993 and the Mobile Home Local Services Tax Enforcement Act now in force and as hereafter amended. No redemption will be accepted for less than the full statutorily required amount required by statute. Redemptions can only occur prior to the issuance of a tax deed or tax certificate of title to the property.

2) Assignments - The sale of open, unredeemed, Tax Sale Certificate of purchase to a third party. The charge for each assignment shall be no less than the full amount specified for redemption at the time of such assignment by the Illinois Property Tax Code of 1993 or by the Mobile Home Local Services Tax Enforcement Act as now in force and as hereafter amended.

3) Reconveyances - The conveyance by the County, As Trustee, of properties to parties who held a valid ownership interest therein immediately prior to the entry of an order for issuance of tax deed or tax certificate of title to the County, As Trustee. No reconveyance will be allowed for less than the full amount required by statute to redeem the subject property plus Four Hundred and Fifty Dollars (\$450.00) or Agent's actual expense in taking Tax Deed, whichever is less. Reconveyances can only occur after the issuance of a court order for tax deed or tax certificate of purchase. All reconveyances must be approved by the County Board or its designated committee. Agent shall also be permitted, in his discretion and with or without receipt of any payment therefor, to disclaim any

interest acquired by County in any real property or mobile home through operation of the Program without prior approval of the County Board

4) Sales - The conveyance of the interest obtained by County through tax deed or tax certificate of title proceedings to bona fide, legal, and eligible purchasers for value. All sales will be made for value determined by public oral or sealed bid auction sale, appraisal, or other acceptable and recognized method. Except as may be otherwise directed by resolution of the County Board, the Agent will offer all properties acquired through operation of the Program at public oral or sealed bid auction sale, and shall enter into written sale agreements with the highest bidders unless specifically directed to do otherwise by the County Board or its designated committee.

5) Rentals - The letting or lease of properties to bona fide, legal, and eligible third parties for a specific and determinable length of time and for a fair market fee. Properties obtained through the Delinquent Tax Program can only be rented after the issuance of a tax deed or tax certificate of title, and only with the approval of the County Board or its designated committee. All terms, rental fees and conditions will be determined by the County Board or its designated committee. The Agent will manage the rental and offer his professional advice and guidance to the County

B The parties acknowledge that County will acquire Tax Sale Certificates of Purchase under the authority granted it under Section 21-90 of the Property Tax Code of 1993 and under Section 35 of the Mobile Home Local Services Tax Enforcement Act, and that such Certificates shall remain in the custody of the County Treasurer pending redemption, assignment or completion of legal proceedings resulting in cancellation thereof. Agent shall prepare notices for mailing required by and in compliance with statute for each such Certificate in due course as provided by law

C County shall furnish to Agent a duplicate or photocopy of each Tax Sale Certificate acquired by County, and shall provide any information known by the offices of the County Clerk, County Treasurer and County Recorder, as to owners, occupants, parties of interest, the condition of the subject property and all other relevant information in the possession of such offices which would aid in obtaining tax deeds and tax certificates of title to the properties subject of the certificates of County

D Agent will in due course perform the following:

- 1) Pursue redemptions upon and manage County's Tax Sale Certificates throughout the remainder of the redemption period provided by statute, exercising such extensions thereof, and entering into such agreements for monthly installment basis assignments of open certificates owned by County for periods up to six months in duration, as Agent may deem appropriate;
- 2) Research the title of each property, and identify and locate all owners, occupants, mortgage holders, lien holders, judgment holders and other parties of interest in each property;
- 3) Cause notice to be served upon all parties interested in each property in compliance with applicable statute;
- 4) Cause preparation of all pleadings and documents required in conjunction with legal proceedings for the purpose of obtaining tax deeds and tax certificates of title to all properties within the Program; and
- 5) Attend hearings required in order to obtain tax deeds and tax certificates of title to the properties within the Program.

E Agent will then manage all properties acquired through operation of the Program and will liquidate the same through auction sales as above said, and may permit auction sale purchasers to make monthly installment payment of the purchase price for a period of up six (6) months. Agent may grant one additional installment payment period of six months in his discretion.

F The County Board shall, by resolution, and upon tender of all required sums, authorize the execution of an appropriate instrument of conveyance, without warranties, for each property sold by County through the Program. Agent, with the advice and consent of County, will prepare at least three copies of each resolution for presentation to the County Board. Upon approval of the resolution, the Treasurer will surrender any outstanding Tax Sale Certificate of Purchase upon such property for cancellation as required, and Agent will prepare and deliver the instrument of conveyance to the County Board Chairman for execution

G Agreements for installment basis certificate assignments, installment basis property purchases, or installment basis reconveyances that are sixty (60) days delinquent shall be considered in default, and in such cases the Agent shall notify the defaulting party that unless the account is rendered contractually current within fifteen (15) days of receipt of such notice the account shall be considered defaulted and all money received on said contract shall be treated as liquidated damages.

### 3 Finance:

A. The actual expenses incurred for certified mail, publication, recording and other related charges authorized by statute in conjunction with or as incidental to the processing of tax sale certificates within the Program shall be paid from the proceeds of the Program. In the event such proceeds shall be insufficient at the time a charge is incurred, the Agent agrees to advance the funds necessary to pay these costs. Agent shall then be reimbursed for this advancement, in addition to his fee, and on a priority basis, from all collections of the Program. Auctioneer's fees for parcels sold at auction will not exceed one percent (1%) of the gross purchase price of each property, and will be added to the purchase price at the sale, together with any applicable official recording, transfer and similar fees for each conveyance, and all other standard purchaser's closing costs, all of which shall be paid by the purchaser of such property.

B. An escrow account shall be created in a bank designated by the Treasurer of the County and shall be maintained jointly by Agent and the Treasurer of the County. All money collected by or coming into the hands of Agent through the Program shall be deposited into the escrow account. This account shall be balanced monthly by Agent and reported to the Treasurer and shall at all times be open to the County for inspection.

C. Upon completion of each public oral or sealed bid auction sale purchase, assignment or reconveyance, the following payments will be drawn as required upon the escrow account, with the Treasurer of the County and Agent cosigning all payments:

- 1) Payment will be made to County offices for fees and expenses required
- 2) Payment of Auctioneer fees when necessary;
- 3) Refund of overpayments, etc., when necessary;
- 4) Payment to Agent for the fees and reimbursements for advancements to which he is entitled under the terms of this Agreement;
- 5) Payment to the Treasurer of the County for the balance remaining from the sale of each property and where applicable, the County's portion of rents collected prior to sale;

Payment to the Treasurer of the County shall be attached to the Treasurer's copy of the Resolution. Payment to Agent shall be attached to Agent's copy. All payments shall be presented simultaneously to the County Board by Agent prior to the County Board authorizing the issuance of a deed.

D. Upon completion of monthly installment basis redemption, payment shall be drawn on the escrow account payable to the County Clerk of the County for the full amount necessary to redeem. Also, when applicable, payment shall be drawn on the account payable to Agent for the amount of time payment charges collected by Agent. Both the Treasurer of the County and the Agent shall cosign the checks. The payment to the County Clerk shall then be distributed in the same manner as redemption.

E. Upon the determination that an auction sale contract has been defaulted, the Agent shall disburse to Agent from Agent's escrow account the greater of Four Hundred Fifty Dollars (\$450.00) or twenty-five percent (25%) of the amount received plus the normal service charges for handling the account in full and the remaining balance will be distributed to the Treasurer of the County.

F. Agent will not be required to pay official fees on property administered through the Program. This shall include, but shall not be limited to, fees of the offices of the County Clerk, Circuit Clerk, Recorder and Sheriff. Official fees may be charged the redeeming or purchasing parties but in no event shall they affect the fees due Agent.

### 4. Compensation of Agent:

A. In cases of redemptions or assignments of tax certificates, Agent shall receive there from the maximum amount of penalties applicable to the same under the provisions of the Property Tax Code of 1993 or the Mobile Home Local Services Tax Enforcement Act, as appropriate, plus fees and interest generated by the tax certificate and its processing, on a priority basis. Additionally, and with respect to each assignment, Agent shall be entitled to a fee of Twenty Five Dollars (\$25.00) per assigned certificate in order to reimburse Agent's processing costs, such fee to be paid by and collected from the assignee at the time of such assignment. The penalties, fees and interest, together with any applicable assignment fee, generated upon the Tax Sale Certificate after the tax sale shall be disbursed and mailed to the Agent by the County Clerk at least monthly, along with a list of tax sale certificates redeemed for the period since the last disbursement and redemption report. At the time of each disbursement and report to Agent, the County Clerk shall retain the fees to which the County Clerk is entitled for redemption and shall forward to the Treasurer the face amount of the tax sale certificate, the funds expended for costs on the redeemed certificate and the amount of subsequently accruing taxes applied to such certificate.

B. When a tax deed or tax certificate of title has been taken as to any property administered through the Program, and upon the conveyance thereof to a new owner, Agent shall receive Four Hundred Fifty Dollars (\$450.00) or twenty-five percent (25%) of the purchase price, whichever is greater. In event the sale price of any property is \$450.00 or less, the Agent shall receive the full sale price as compensation and no additional fee shall be due upon that property.

C. When the County has taken a tax deed or tax certificate of title, and Agent has collected rents on the property prior to its auction sale, Agent shall receive, in addition to all other fees and reimbursements hereunder, fifty percent (50%) of all rents collected and deposited into the escrow account there from.

D. In event Agent shall arrange installment basis certificate assignments, installment basis parcel purchases or reconveyances, Agent shall be entitled to an additional service charge of Twelve Dollars and Fifty Cents (\$12.50) per month which will be charged to and paid by the party receiving such installment basis assignment, purchase, or reconveyance.

E. In cases of default in any installment basis assignment, property purchase or reconveyance, Agent shall receive the full time payment charges above said, plus his fees as computed above but reduced in the same ratio as the uncollected amount bears to the total amount agreed therefore.

F. In the event County shall, after obtaining title to property through the Program, directly reconvey such property to a previous owner thereof, the compensation to Agent shall be the full amount of penalties prescribed in the Property Tax Code of 1993 in addition to the actual expenses in taking deed, not to exceed Four Hundred Fifty Dollars (\$450.00), which shall be charged to and paid by the previous owner.

G. Should it become necessary for the Agent to institute legal action to cure title to any property obtained by the County through any entity other than Agent himself, Agent shall be entitled to additional compensation in the amount of \$450.00 per action to defray the costs of Agent's legal staff plus any court costs advanced.

##### 5. General Conditions:

A. Supervision by Committee: County may elect to designate one of its committees for purposes of supervision of the operation of the Program and for reception of reports, correspondence, accountings and advice of Agent hereunder. In event of such designation, all functions to be performed by, and all communications from Agent to County shall be rendered to such committee unless County shall otherwise direct.

B. Conflict of Interest: Except as hereinafter provided, neither Agent, nor anyone in his employ nor anyone holding a subagent relationship to Agent, nor anyone affiliated with Agent shall own or have any interest, directly or indirectly, legal or equitable, in real property located in the County without the express approval of the County Board of the County. Neither Agent nor anyone in his employ nor any relative or representative of Agent, during the term of this Agreement, shall possess or acquire any pecuniary interest directly, indirectly or beneficially, or by any derivative process, in any property tax delinquency or forfeiture in the County. The foregoing notwithstanding, however, County recognizes that Agent, his employees, agents or subagents, may, at the date of this Agreement have an interest in property which would otherwise be in violation of this Paragraph, and such present interests shall not be deemed in violation hereof. The intent of this Paragraph is to prohibit Agent, his employees, agents or subagents from hereafter obtaining interests in property located in the County without the express approval of the County Board. Agent will provide to County a list of the interests now owned by Agent which would otherwise so violate the terms of this Paragraph.

C. Agent Not an Employee of County: It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is

further understood, agreed and it is the intent of the parties, that the employees of Agent are not, nor shall they be deemed, employees of the County and that the employees of the County are not, nor shall they be deemed, employees of Agent It is further understood, agreed and is the intent of the parties that the County has not created any type of County office through the creation of the Program, nor shall Agent be considered a public officer in performing his duties pursuant to this Agreement

D Service of Process and Notices. All service of process in proceedings arising through operation of the Program, including notices required in conjunction with proceedings to obtain tax deeds and tax certificates of title, shall be performed by the Sheriff or Coroner of the County, with assistance by Agent's personnel in appropriate cases. Agent shall be authorized to post all costs of service of notices, whether performed by Sheriff, Coroner or Agent's personnel, to the judgment docket as additional costs of redemption of the delinquency necessitating such service

E. Plats. County shall, without expense to Agent, furnish Agent with current tax map and plat books for use by Agent in identifying and locating tax delinquent properties within the Program.

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

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

To County: The County of Montgomery  
Montgomery County Clerk  
Montgomery County Courthouse  
#1 Courthouse Square  
Hillsboro, IL 62049

To Agent: Joseph E Meyer  
Joseph E Meyer & Associates  
141 St. Andrews Avenue  
Edwardsville, Illinois 62025

H Termination of Agreement. This Agreement shall be in effect from the date of signing until terminated by either the Agent or County The County may elect to terminate this Agreement at any time by giving written notice to Agent One Hundred Twenty (120) days prior to the effective date of termination. Agent may elect to terminate this Agreement at any time by giving written notice to County Three Hundred Sixty-five (365) days prior to the effective date of termination. Each succeeding County Board shall have the right to terminate this agreement by giving written notice to Agent One Hundred Twenty (120) days prior to the effective date of termination Upon termination of this Agreement, Agent shall be allowed to complete all sales, assignments and reconveyances in process and Agent shall receive the compensation he would be entitled to under this Agreement and the normal service charges on money collected.

This Agreement entered into and signed at the Courthouse of the County, this 11<sup>th</sup> day of October, 2011.

County Board of Montgomery County, Illinois

By: Michael J. [Signature]  
Chairman

Joseph E Meyer [Signature]  
Joseph E Meyer, Agent

Attest: Sandy Leitheiser [Signature]

### Montgomery County Board Resolution

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 ATTACHED EXHIBIT "A"  
FOR LEGAL DESCRIPTION

Parcel Index # 16-13-326-005  
9189 S. Illinois Route 127, Hillsboro, IL 62049

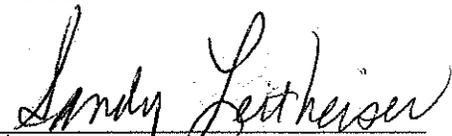
as described in Certificate No. 000105 sold 03/10/2008

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 decribed 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 October, 2011.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

## Exhibit "A"

000105

Part of the Southwest Quarter of Section 13, Township 8 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows: Commencing at The Northwesterly corner of said Southwest Quarter; thence South 89 degrees 53 minutes 19 seconds East (Bearings assumed for descriptive purposes only) along the Northerly line of said Southwest Quarter a distance of 1,534.43 feet to a point; thence South 01 degrees 53 minutes 41 seconds East a distance of 58.80 feet to a point in the existing right of way line of Seyborn Avenue and F.A. Route (Illinois Route 127), said point also being the point of beginning of the parcel being described herein; thence South 89 degrees 59 minutes 05 seconds East along said existing right of way line a distance of 39.98 feet to a point; thence South 69 degrees 56 minutes 22 seconds East and continuing along said existing right of way line a distance of 91.24 feet to a point; thence South 22 degrees 16 minutes 50 seconds East and continuing along said existing right of way line a distance of 86.73 feet to a point; thence South 00 degrees 01 minutes 25 seconds West and continuing along said existing right of way line a distance of 138.82 feet to a point; thence South 89 degrees 50 minutes 07 seconds West and continuing along said existing right of way line a distance of 10.00 feet to a point; thence North 77 degrees 19 minutes 33 seconds West a distance of 144.80 feet to a point; thence North 01 degrees 53 minutes more or less, situated in Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois.

Parcel Index # 16-13-326-005

Physical Address: 9189 S. Illinois Route 127, Hillsboro, IL 62049

TAX DEED

201100066093  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
10-19-2011 At 10:26 am.  
TAX DEED NC .00  
OR Book 1462 Page 62 - 65

Mail Tax Statement to:

Montgomery County, Trustee  
c/o Montgomery County Treasurer  
PO Box 596  
Hillsboro, IL 62049

Instrument Book Page  
201100066093 OR 1462 62

2010-TX-9  
Certificate No. 000105 sold 03/10/2008

WHEREAS, at a public sale of Real Estate for the non-payment of taxes, made in the County aforesaid, on March 10, 2008, the following described Real Estate was sold, to wit:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

AND WHEREAS, the same not having been redeemed from said sale, and it appearing that the holder of the Certificate of Purchase of said Real Estate has complied with the laws of the State of Illinois necessary to entitle him to a Deed of said Real Estate:

NOW, THEREFORE, Know Ye, That I, Sandy Leitheiser, County Clerk of said County of MONTGOMERY in consideration of the premises and by virtue of the statutes of the State of Illinois in such cases provided, do hereby grant and convey unto:

MONTGOMERY COUNTY, TRUSTEE  
Post Office Box 596  
Hillsboro, IL 62049

His heirs and assigns forever, the said Real Estate hereinbefore described.

DOCUMENTARY STAMP

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

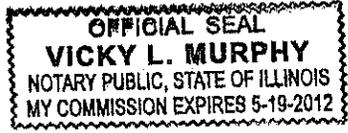
10/11/11 *Sandy Leitheiser*  
Date Buyer, Seller or Representative

DATED: 10/11/11 2011

*Sandy Leitheiser*  
SANDY LEITHEISER, County Clerk

35 ILCS 200/22-85 - Unless the holder of the Certificate for Real Estate purchased at any tax sale under this act takes out the deed as entitled by law and files the same for record within one year from and after the time for redemption expires, the said certificate or deed, and the sale on which it is based, shall, from and after the expiration of such one year, be absolutely null. If the holder of such certificate shall be prevented from obtaining such deed by injunction or order of any court, or by the refusal of the clerk to issue same, the time he is so prevented shall be excluded from the computation of such time. LAW OF 1909 - Tax deeds shall not be of any force or effect until after the same have been filed for record in the office of the Recorder of Deeds.

STATE OF ILLINOIS )  
COUNTY OF MONTGOMERY ) ss.



NOTARY  
SEAL  
HERE

I, the undersigned, a Notary Public, in and for said County and State aforesaid,  
DO HEREBY CERTIFY, that Sandy Leuthausen

.....  
personally known to me to be the same person ... whose name ... subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that S. he ... signed,  
sealed and delivered the said instrument as her ..... Free and voluntary act, for the use  
and purposes therein set forth, including the release and waiver of the right of Homestead.  
Given under my hand and <sup>Notary</sup> seal, this 11<sup>th</sup> day of October A.D. 2011.....

Vicky L. Murphy  
Notary Public

## Exhibit "A"

000105

Part of the Southwest Quarter of Section 13, Township 8 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois and being more particularly described as follows: Commencing at The Northwesterly corner of said Southwest Quarter; thence South 89 degrees 53 minutes 19 seconds East (Bearings assumed for descriptive purposes only) along the Northerly line of said Southwest Quarter a distance of 1,534.43 feet to a point; thence South 01 degrees 53 minutes 41 seconds East a distance of 58.80 feet to a point in the existing right of way line of Seyborn Avenue and F.A. Route (Illinois Route 127), said point also being the point of beginning of the parcel being described herein; thence South 89 degrees 59 minutes 05 seconds East along said existing right of way line a distance of 39.98 feet to a point; thence South 69 degrees 56 minutes 22 seconds East and continuing along said existing right of way line a distance of 91.24 feet to a point; thence South 22 degrees 16 minutes 50 seconds East and continuing along said existing right of way line a distance of 86.73 feet to a point; thence South 00 degrees 01 minutes 25 seconds West and continuing along said existing right of way line a distance of 138.82 feet to a point; thence South 89 degrees 50 minutes 07 seconds West and continuing along said existing right of way line a distance of 10.00 feet to a point; thence North 77 degrees 19 minutes 33 seconds West a distance of 144.80 feet to a point; thence North 01 degrees 53 minutes more or less, situated in Montgomery County, Illinois. Situated in the County of Montgomery in the State of Illinois.

Parcel Index # 16-13-326-005

Physical Address: 9189 S. Illinois Route 127, Hillsboro, IL 62049

**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  
201100066093 OR 1462 65

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.

*Sandy Peterson*  
Affiant Signature

Subscribed and Sworn to before me this 11th day of October, 2011.

*Vicky L. Murphy*  
Notary Public



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

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

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

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

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

DEED

201100066094  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
10-19-2011 At 10:28 am.  
QCD NO CHRG .00  
OR Book 1462 Page 66 - 69  
Instrument Book Page  
201100066094 OR 1462 66

Return Deed &  
Mail Tax Statement to:

Village of Taylor Springs  
PO Box 207  
Taylor Springs, IL 62089

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 CONVEY AND QUIT CLAIM TO: VILLAGE OF TAYLOR SPRINGS, IL

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

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

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 Montgomery County, Illinois, on the 11<sup>th</sup> day of October, 2011.

ATTEST:



County Clerk of Montgomery County, IL

MONTGOMERY COUNTY, TRUSTEE

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

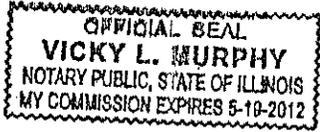
DOCUMENTARY STAMP

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

10/11/11 Sandy Leitheiser  
Date Buyer, Seller or Representative

STATE OF ILLINOIS )  
COUNTY OF MONTGOMERY ) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid,  
DO HEREBY CERTIFY, that .. *Mike Plunkett*



NOTARY  
SEAL  
HERE

personally known to me to be the same person ... whose name ... subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that ... he ... signed,  
sealed and delivered the said instrument as ... *his* ... Free and voluntary act, for the use  
and purposes therein set forth, including the release and waiver of the right of Homestead,  
Given under my hand and *not* seal, this ... *15th* day of *October* A.D. *2011*

*Vicky L. Murphy*  
Notary Public

Instrument	Book	Page
201100066094 OR	1462	68

Exhibit "A"

000105

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Parcel Index # 16-13-326-005

Physical Address: 9189 S. Illinois Route 127, Hillsboro, IL 62049

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:

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State of Illinois ) SS.
County of Montgomery )

Instrument 201100066094 DR
Book Page 1462 69

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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.)

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.

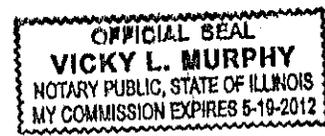
(CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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.

Michael Platt
Affiant Signature

Subscribed and Sworn to before me this 11th day of October, 2011.

Vicky L. Murphy
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of which does not require Plat Act compliance.

Affiant Signature

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

# Litchfield Landfill

## Base Grade and Final Cover Revisions

# Overview of Presentation

- 1) Discuss Permitting History
- 2) Discuss Current Conditions
- 3) Discuss Conceptual Revisions
- 4) Discuss Siting Board - Illinois EPA Responsibilities
- 5) Discuss Requested Correspondence from Montgomery County Board

# Litchfield Landfill Permitting History

• The Landfill was sited by the Montgomery County Board January 10, 1989

• The Significant Modification Permit was submitted to the IEPA in 1994 and was issued on January 11, 1996

- Approved a total "Refuse Disposal Capacity" of 5,546,400 cubic yards
- Total Horizontal Footprint of 61 acres

# Current Configuration

- (See Drawings 001 and 002)
- Basegrades to elevation 602 ft MSL
  - Southern part 10' lower
- Final Cover to maximum elevation 723 ft MSL
- All slopes maximum to 3(H):1(V)
- Overall Layout is not very conducive to smaller cells

# Conceptual Configuration

- (See Drawings 003 and 004)
- Minimum Top of Liner 603 ft MSL
- Final Cover to maximum elevation 723 ft MSL
- All slopes maximum to 3(H):1(V)
- Conductive to narrower cells
  - 4 sumps instead of 2
  - Leachate flow length 75 feet

# Siting vs. IEPA Permitting

- The local body of government decides on the siting - already completed in 1989
- The IEPA approves the land, water and air permits (currently permitted by Land Division Permit issued in 1996)
- With these types of changes the IEPA asked that the local board comment that the "current siting authority has stated in writing that the waste contours proposed in the permit application are consistent with local siting approval."

# Request from Montgomery County Board

Envotech – Illinois, L.L.C. requests from the Montgomery County Board a letter which allows flexibility to alter the design:

- The overall waste boundary is not increased or expanded horizontally.
- The maximum slopes on the liner and final cover will be 3 (Horizontal) : 1 (Vertical)
- The lowest top of liner elevation is no lower than the minimum currently permitted top of liner elevation. (Some liner elevations may be lower than permitted, but none lower than the minimum permitted elevation.)
- The highest top of final cover elevation is no higher than the maximum currently permitted top of liner elevation. (Some final cover elevations may be higher than permitted, but none higher than the maximum permitted elevation.)
- Any changes in the design will be permitted by the IEPA.

October 11, 2011

Mr. Stephen F. Nightingale, P.E.  
Manager of Permit Section  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
Springfield, IL 62794

RE: 1358150007 – Montgomery County  
Envotech-Illinois LLC  
Permit Landfill 1994-095-LFM  
Application Regarding Approval of Revised Design Elements for the Litchfield –  
Hillsboro Landfill

Dear Mr. Nightingale:

I have been requested by representatives of Envotech-Illinois LLC to contact you regarding Montgomery County's approval of the pollution control facility site location for the Lichfield-Hillsboro landfill. A question has arisen whether the proposed revised design presented by Feezor Engineering, Inc of the liner and final cover system is consistent with what was presented in the expansion that was sited within the January 10, 1989 Siting Application.

The Montgomery County Board's resolution dated January 10, 1989 granting siting approval for the Lichfield-Hillsboro Landfill Pollution Control Facility was not conditioned on a specific design or a specific three-dimensional projection. The design concept presented to the county board by Feezor Engineering, Inc. on October 11, 2011 is generally consistent with the 1989 siting approval. In general, changes in the design of the landfill will not require additional local siting approval if the following conditions are met:

- 1) The overall waste boundary is not increased or expanded horizontally.
- 2) The maximum slopes on the liner and final cover will be 3(Horizontal)  
:1(Vertical)
- 3) The lowest top of liner elevation is no lower than the minimum currently permitted top of liner elevation. (Some liner elevations may be lower than permitted, but none lower than the minimum permitted elevation.)
- 4) The highest top of final cover elevation is no higher than the maximum currently permitted top of liner elevation. (Some final cover elevations may be higher than permitted, but none higher than the maximum permitted elevation.)

Mr. Stephen F. Nightingale,  
October 10, 2011  
Page 2

5) Any changes in the design will be permitted by the IEPA.

Sincerely,

[Your Name]

[Title]

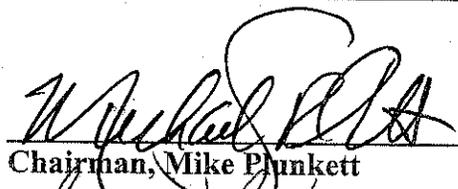
# Montgomery County Board

## Holiday Schedule for Year 2012

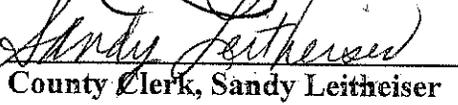
January 2, 2012	New Year's Day (Observed)	Monday
January 16, 2012	Martin Luther King Jr. Day	Monday
February 20, 2012	President's Day	Monday
April 6, 2012	Good Friday	Friday
May 28, 2012	Memorial Day	Monday
July 4, 2012	Independence Day	Wednesday
September 3, 2012	Labor Day	Monday
October 8, 2012	Columbus Day	Monday
November 6, 2012	Election Day	Tuesday
November 12, 2012	Veteran's Day (Observed)	Monday
November 22, 2012	Thanksgiving Day	Thursday
November 23, 2012	Day after Thanksgiving	Friday
December 25, 2012	Christmas Day	Tuesday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

10/11, 2011

  
Chairman, Mike Plunkett

10/11/2011  
Date

  
County Clerk, Sandy Leitheiser

10/11/2011  
Date

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2011-09

**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

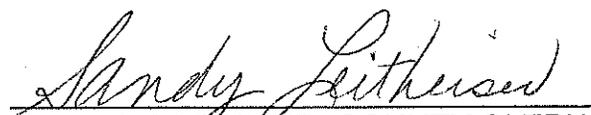
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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
1092 B-CA Coalfield Avenue	Pitman Road District	50 %	10,500.00
	Montgomery County	50 %	10,500.00
TOTAL =		100 %	\$ 21,000.00

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 11th day of October, 2011.

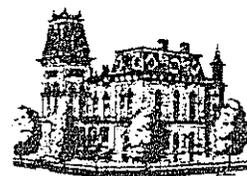
  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)





# Regional Office of Education Christian-Montgomery Counties



*Thomas L. Campbell*  
Regional Superintendent

October 12, 2011

Honorable Mike Plunkett  
Chairman of the Board  
Montgomery County

**F I L E D**  
NOV 04 2011

*Sandra Leitheiser* COUNTY CLERK

Chairman Plunkett:

After much soul searching, many hours of communications with my family, thorough debate and discussions with my professional colleagues, and careful review of the current political circumstances involving the Regional Offices of Education, I have reluctantly arrived at the decision to tender my resignation as Regional Superintendent of Schools for Christian and Montgomery Counties. If possible, it is my desire to remain in office and on the job until Nov. 15, 2011. This time would enable me to complete tasks already started and possibly assist with any necessary transition plan. However, once the legislators return to the fall veto session, certain political circumstances may present themselves that I deem too undesirable, thus my resignation date would become effective immediately.

This decision has not been an easy one for me to make. I took on the responsibility of Regional Superintendent with great enthusiasm and determination to serve the constituents of my counties to the best of my abilities. I always believed, and still do, that I had much to offer in the way of professional experience and educational knowledge. Those with whom I have been working have noted that I have taken to this job "like a duck to water". However, the political decisions made by our Governor and the subsequent events that have taken place over the last three and a half months have taken a tremendous toll on my ability to stay positive and focused on remaining in office. The potential scenarios that are being legislatively discussed, debated, and as we all know politically leveraged behind closed doors, have finally created too great of a potential for financial risk and placed too heavy of a mental burden for myself and my family.

Having worked for the past 14 weeks for zero compensation is *not* the driving force for my decision. Although I too, like all the rest of my colleagues (and everyone else who works for a living) believe a person should be paid in an appropriate and timely manner for doing their job, my decision is based more on the actions (and lack of) and decisions made by the leaders of our state. Those actions and decisions have created what I believe is an inexcusable breach of trust and shown total disrespect for the lives of the dedicated men and women who serve in the Regional Offices of Education.

**Christian County Office**  
County Courthouse  
101 South Main St.  
Taylorville, IL 62568  
Phone: (217) 824-4730  
Fax: (217) 824-2464

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

**Montgomery County Office**  
Courthouse Annex  
203 South Main St.  
Hillsboro, IL 62049  
Phone: (217) 532-9591  
Fax: (217) 532-5756

Maybe I was too naive to have entered the political arena, but I have always believed in our state's system of government even with all its faults. In the current situation involving the ROEs, there was and still are much more palatable procedures to accomplish any direction the governor or the legislators might desire with the future of the ROEs. There was never any reason to put people's financial lives in jeopardy to accomplish a political end. Discussion, debate, compromise, and decision making could have all been utilized to reach the same end. If in the beginning, the decision was to eliminate the offices of Regional Superintendent, or have their salaries paid from another funding source, create more accountability, or a host of any other "issues", then any or all could have been accomplished through appropriate and honest debate using our democratic form of governance. People's lives, financial futures, and peace of mind did not have to be placed in such turmoil as has been done by the lack of using common sense government.

Please understand that I have enjoyed working with everyone associated in any way with my campaign, election, and subsequent work as Regional Superintendent of Schools. All on both sides of the political fence have been welcoming and shown me much support. For all their efforts I am truly blessed and appreciative to have worked with them. I would be remiss if I did not mention three people who have worked diligently within my office without any compensation as my temporary Assistant Regional Superintendents. Those individuals are Marie Joy, Marsha Blackman, and Bob Jackson. Their dedication and willingness to give of their time and knowledge, and serve without any compensation should be noted.

Should you have questions or desire further discussions with me concerning my decision I would be willing to meet with you at our mutual conveniences.

Sincerely,



Thomas L. Campbell

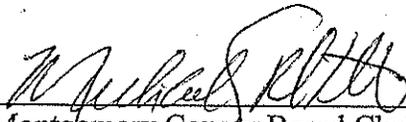
Regional Superintendent of Schools

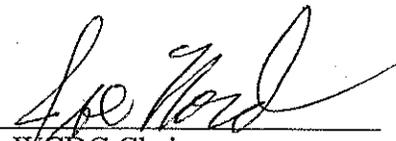
ROE #10, Christian/Montgomery Counties

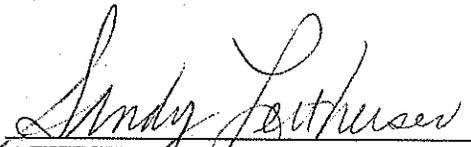
**INTERGOVERNMENTAL COOPERATION AGREEMENT**

Montgomery County, Illinois seeks to support the efforts of the **West Central Development Council, Inc.** to obtain funds from the **United States Department of Agriculture** for the purpose of helping low and moderate income communities evaluate their water and/or sewer systems. As the chief executives of our respective local governments, we are signing this agreement to accomplish these improvements.

The **West Central Development Council, Inc.**, is hereby designated as the lead agency for this application and will be the applicant for the funds. The **West Central Development Council, Inc.**, will be liable for all program administration functions should the grant be awarded.

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

  
\_\_\_\_\_  
WCDC Chairman

  
\_\_\_\_\_  
ATTEST: Montgomery County Clerk

\_\_\_\_\_  
ATTEST: Secretary

11/8/11  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SEAL:

COPY

NOTE: This general form (or a suitable variation) is to be used by local government applicants whose proposed project or project area involves more than one jurisdiction. It is a required part of any "on behalf of" or joint application with appropriate modifications as may be required to fit local conditions.

FY 2011

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND  
FARMERSVILLE/WAGGONER AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax **(\$65,000)**, sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2011 the county shall have reimbursed to the Farmersville/Waggoner Area Ambulance Service an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 4 to 5 times between July 1, 2011 and December 31, 2011, in accordance with the Real Estate Tax Distribution Schedule.**

1. The Farmersville/Waggoner Area Ambulance Service agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2010 through November 30, 2011.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by Farmersville/Waggoner Area Ambulance Service.
3. The total annual cost of the operation of the County office shall be reimbursed by the Farmersville/Waggoner Area Ambulance Service to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	46
Litchfield -	35
Nokomis / Witt -	12
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The Farmersville/Waggoner Area Ambulance Service agrees to pay on or before the last day of each month commencing December 1, 2010, and continuing monthly thereafter for FY 2011, the sum of **\$227.35** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30<sup>th</sup> 2010 as possible, the County shall calculate the total actual expense of the county office for FY 2011 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the Farmersville/Waggoner Area Ambulance Service.

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

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the Farmersville/Waggoner Area Ambulance Service as soon as possible after the last day of each month the amount collected on behalf of Farmersville/Waggoner Area Ambulance Service.

8. Farmersville/Waggoner Area Ambulance Service shall be responsible for buying, owning, maintaining, and insuring its own ambulances. Farmersville/Waggoner Area Ambulance Service shall provide the County with proof of vehicle liability insurance as per Paragraph 11 herein.

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

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

10. The Farmersville/Waggoner Area Ambulance Service will submit a tentative FY 2012 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, 2011.

11. The Farmersville/Waggoner Area Ambulance Service shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS. Further, Farmersville/Waggoner shall maintain General Liability and Auto Liability insurance with limits not less than \$5,000,000 per occurrence. Said policies shall name Montgomery County as an additional insured. Farmersville/Waggoner Ambulance Service shall also maintain Workers' Compensation insurance. The Ambulance Service shall provide Certificates of Insurance for the foregoing policies to the county on an annual basis contemporaneous with signing of this contract.

12. The Farmersville/Waggoner Area Ambulance Service shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2010, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the Farmersville/Waggoner Area Ambulance Service from the county under this agreement, or (B) proof of officers bond in an amount fixed by the Illinois State Statute for the particular corporate office..

13. The Farmersville/Waggoner Area Ambulance Service shall provide an audit of the Farmersville/Waggoner Area Ambulance Service books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of Farmersville/Waggoner Area Ambulance Service fiscal year on November 30, 2011.

14. The Farmersville/Waggoner Area Ambulance Service shall allow inspection of its books and records pertaining to the operation of the ambulance service under

this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the Farmersville/Waggoner Area Ambulance Service or its duly authorized agent.

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

Michael Speltz  
County Board Chairman

11-8-11  
Date

Attest:

Amy Peterson  
County Clerk

11-8-11  
Date

**FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE**

J. L. Wahl  
Authorized Representative

10-31-11  
Date

President F/W AAS  
Title

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 10/24/2011

11-241

INSURER  
 WILLEN C POGGENPOHL (12766)  
 809 N O'BANNON  
 PO BOX 470  
 RAYMOND, IL 62520-0000  
 217-229-3452 FAX: 217-229-3529

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 6184691  
 FARMERSVILLE WAGGONER AREA / AMBULANCE SERVICE  
 PO BOX 353  
 FARMERSVILLE, IL 62533

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	COUNTRY Mutual Insurance Company	20990
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AB1178040	5/31/2011	5/31/2012	EACH OCCURRENCE	\$500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$500,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AB1178040	5/31/2011	5/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	AU1178040	5/31/2011	5/31/2012	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> No If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Yes OTHER	AW1178040	5/31/2011	5/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 REMARKS:  
 ADD'L INSURED, MONTGOMERY COUNTY, 102 N MAIN ST, HILLSBORO, IL 62049

## CERTIFICATE HOLDER

MONTGOMERY COUNTY  
 102 N MAIN ST  
 HILLSBORO, IL 62049

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Douglas M Bova*

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FY 2011

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND  
HILLSBORO AREA AMBULANCE SERVICE

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

The County will levy a Special Service Area Ambulance Taxes (**\$157,600.00**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2011 the county shall have reimbursed to the Hillsboro Area Ambulance Service an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 4 to 5 times between July 1, 2011 and December 31, 2011, in accordance with the Real Estate Tax Distribution Schedule.**

1. The Hillsboro Area Ambulance Service agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2010 through November 30, 2011.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by Hillsboro Area Ambulance Service.
3. The total annual cost of the operation of the County office shall be reimbursed by the Hillsboro Area Ambulance Service to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	46
Litchfield -	35
Nokomis / Witt -	12
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The Hillsboro Area Ambulance Service agrees to pay on or before the last day of each month commencing December 1, 2010, and continuing monthly thereafter for FY 2011, the sum of \$2,614.53 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30<sup>th</sup> 2010 as possible, the County shall calculate the total actual expense of the county office for FY 2011 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the Hillsboro Area Ambulance Service.

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

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the Hillsboro Area Ambulance Service as soon as possible after the last day of each month the amount collected on behalf of Hillsboro Area Ambulance Service.
8. Hillsboro Area Ambulance Service shall be responsible for buying, owning, maintaining, and insuring its own ambulances. Hillsboro Area Ambulance Service shall provide the County with proof of vehicle liability insurance as per Paragraph 11 herein.

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

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

10. The Hillsboro Area Ambulance Service will submit a tentative FY 2012 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, 2011.
11. The Hillsboro Area Ambulance Service shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the Hillsboro Area Ambulance Service. Further, Hillsboro Area Ambulance Service shall maintain General Liability and Auto Liability insurance with limits not less than \$5,000,000 per occurrence. Said policies shall name Montgomery County as an additional insured. Hillsboro Area Ambulance Service shall also maintain Workers' Compensation insurance. The Hillsboro Area Ambulance Service shall provide Certificates of Insurance for the foregoing policies to the county on an annual basis contemporaneous with signing of this contract.
12. The Hillsboro Area Ambulance Service shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2010, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the Hillsboro Area Ambulance Service from the county under this agreement, or (B) proof of officers bond in an amount fixed by the Illinois State Statute for the particular corporate office..
13. The Hillsboro Area Ambulance Service shall provide an audit of the Hillsboro Area Ambulance Service books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of Hillsboro Area Ambulance Service fiscal year on November 30, 2011.
14. The Hillsboro Area Ambulance Service shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the Hillsboro Area Ambulance Service or its duly authorized agent.

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

Michael [Signature]  
County Board Chairman

11-8-11  
Date

Attest:

Sandy [Signature]  
County Clerk

11-8-11  
Date

**HILLSBORO AREA ABULANCE SERVICE**

Stephen R. Calloway  
Authorized Representative

11-3-11  
Date

President  
Title

BOOK 11 PAGE 247



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2011

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER Phone: (913) 341-0900 Fax: 913-341-0901 <b>CREATIVE PLANNING RISK SERVICES</b> 3400 COLLEGE BOULEVARD SUITE 200 LEAWOOD KS 66211	CONTACT NAME: <b>Melissa A. Allen</b> PHONE (A/C, H/L, Ext): <b>(913) 341-0900</b> FAX (A/C, No): <b>913-341-0901</b> E-MAIL ADDRESS: <b>mallen@cpfrms.com</b> PRODUCER CUSTOMER ID: <b>13788</b>																					
INSURED <b>HILLSBORO AREA AMBULANCE</b> C/O BARBARA SCHMEDEKE 1140 SCHOOL ST HILLSBORO IL 62049	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 5%;">INSURER A :</td> <td style="width: 85%;">Continental Western Ins. Co.</td> <td style="width: 10%;"></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Continental Western Ins. Co.		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES** **CERTIFICATE NUMBER: 95283** **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>FDK2333568-3D</b>	<b>05/24/11</b>	<b>05/24/12</b>	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED. EXP (A1/ one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 4,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COV/P/OP A3G	\$ 10,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE \$ RETENTION \$			<b>FDK2333568-3D</b>	<b>05/24/11</b>	<b>05/24/12</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in ILL) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	\$
							OTH CR	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**MONTGOMERY COUNTY BOARD IS NAMED AS ADDITIONAL INSURED.**

**CERTIFICATE HOLDER**

**CANCELLATION**

MONTGOMERY COUNTY TREASURER 1 COURTHOUSE SQUARE, ROOM 101 HILLSBORO, IL 6049  Attention: <b>RON JENKINS 217-532-2404</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;">                       MELISSA A. ALLEN                 </div>
--	---

**FY 2011**

**AGREEMENT BETWEEN**

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

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

The County will levy a Special Service Area Ambulance Tax **(\$188,528.00)** sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2011 the county shall have reimbursed to the Litchfield Area Ambulance Service an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 4 to 5 times between July 1, 2011 and December 31, 2011, in accordance with the Real Estate Tax Distribution Schedule.**

1. The Litchfield Area Ambulance Service agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2010 through November 30, 2011.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by Litchfield Area Ambulance Service.
3. The total annual cost of the operation of the County office shall be reimbursed by the Litchfield Area Ambulance Service to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	40
Litchfield -	35
Nokomis / Witt -	12
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The Litchfield Area Ambulance Service agrees to pay on or before the last day of each month commencing December 1, 2010, and continuing monthly thereafter for FY 2011, the sum of **\$1,989.32** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30<sup>th</sup> 2010 as possible, the County shall calculate the total actual expense of the county office for FY 2011 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the Litchfield Area Ambulance Service.

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

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the Litchfield Area Ambulance Service as soon as possible after the last day of each month the amount collected on behalf of Litchfield Area Ambulance Service.
8. Litchfield Area Ambulance Service shall be responsible for buying, owning, maintaining, and insuring its own ambulances. Litchfield Area Ambulance Service shall provide the County with proof of vehicle liability insurance as per Paragraph 11 herein.

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

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

10. The Litchfield Area Ambulance Service will submit a tentative FY 2012 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, 2011.
11. The Litchfield Area Ambulance Service shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the Litchfield Area Ambulance Service. Further, Litchfield Area Ambulance Service shall maintain General Liability and Auto Liability insurance with limits not less than \$5,000,000 per occurrence. Said policies shall name Montgomery County as an additional insured. Litchfield Area Ambulance Service shall also maintain Workers' Compensation insurance. The Ambulance Service shall provide Certificates of Insurance for the foregoing policies to the county on an annual basis contemporaneous with signing of this contract.
12. The Litchfield Area Ambulance Service shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2010, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the Litchfield Area Ambulance Service from the county under this agreement, or (B) proof of officers bond in an amount fixed by the Illinois State Statute for the particular corporate office..
13. The Litchfield Area Ambulance Service shall provide an audit of the Litchfield Area Ambulance Service books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of Litchfield Area Ambulance Service fiscal year on November 30, 2011.
14. The Litchfield Area Ambulance Service shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the Litchfield Area Ambulance Service or its duly authorized agent.

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

*Michael P. [Signature]*  
County Board Chairman

11/8/11  
Date

Attest:

*Sandy Leithers*  
County Clerk

11/8/11  
Date

**LITCHFIELD AREA AMBULANCE SERVICE**

*Thomas S. [Signature]*  
Authorized Representative

November 3, 2011  
Date

*Mayor*  
Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scheller Insurance Agency Inc 213 West Main St. P. O. Box 260 MT. OLIVE IL 62069	CONTACT NAME: Sharon Bryant PHONE (A/C, No. Ext): (217) 999-5251 E-MAIL ADDRESS: sbryant@schellerinsurance.com	FAX (A/C, No.): (217) 999-7472
	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Program Managers Grp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED City of Litchfield 120 East Ryder St Litchfield IL 62056-2067		

COVERAGES CERTIFICATE NUMBER: CL1111802108 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ICRMT2011249	12/1/2010	12/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
A	AUTOMOBILE LIABILITY		ICRMT2011249	12/1/2010	12/1/2011	PRODUCTS - COMPIOP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Uninsured/Underinsured \$ 100,000
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	ICRMT2011249	12/1/2010	12/1/2011	EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ICRMT2011249	12/1/2010	12/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is additional insured with respects to the general liability where required by written contract.

<b>CERTIFICATE HOLDER</b> (217) 532-9608 Montgomery County attn: Diana Holmes	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# F A X

TOTAL PAGES - 2

## Scheller Insurance Agency, Inc.

616 W. Union Ave. PO Box 208  
Litchfield, IL 62056  
217-324-4456

sbryant@schellerinsurance.com



To: *Diana Holmes*  
Fax number: *532-9608*

From: Sharon Bryant  
Fax number: 217-324-2941

Date: **NOV 08 2011**

Regarding:  
*City of Litchfield*

Phone number for follow-up:  
217-324-4456

### Comments:

*Cert of insurance for the current term.*

FY 2011

**AGREEMENT BETWEEN**

**THE MONTGOMERY COUNTY BOARD AND  
NOKOMIS/WITT AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax (**\$109,313.00**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2011 the county shall have reimbursed to the Nokomis/Witt Area Ambulance Service an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 4 to 5 times between July 1, 2011 and December 31, 2011, in accordance with the Real Estate Tax Distribution Schedule.**

1. The Nokomis/Witt Area Ambulance Service agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2010 through November 30, 2011.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by Nokomis/Witt Area Ambulance Service.
3. The total annual cost of the operation of the County office shall be reimbursed by the Nokomis/Witt Area Ambulance Service to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	46
Litchfield -	35
Nokomis / Witt -	12
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The Nokomis/Witt Area Ambulance Service agrees to pay on or before the last day of each month commencing December 1, 2010, and continuing monthly thereafter for FY 2011, the sum of \$682.05 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30<sup>th</sup> 2010 as possible, the County shall calculate the total actual expense of the county office for FY 2011 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the Nokomis/Witt Area Ambulance Service.

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

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the Nokomis/Witt Area Ambulance Service as soon as possible after the last day of each month the amount collected on behalf of Nokomis/Witt Area Ambulance Service.
8. Nokomis/Witt Area Ambulance Service shall be responsible for buying, owning, maintaining, and insuring its own ambulances. Nokomis/Witt Area Ambulance Service shall provide the County with proof of vehicle liability insurance as per Paragraph 11 herein.

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

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

10. The Nokomis/Witt Area Ambulance Service will submit a tentative FY 2012 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, 2011.
11. The Nokomis/Witt Area Ambulance Service shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the Nokomis/Witt Area Ambulance Service Further, Nokomis/Witt Area Ambulance Service shall maintain General Liability and Auto Liability insurance with limits not less than \$5,000,000 per occurrence. Said policies shall name Montgomery County as an additional insured. Nokomis/Witt Area Ambulance Service shall also maintain Workers' Compensation insurance. The Ambulance Service shall provide Certificates of Insurance for the foregoing policies to the county on an annual basis contemporaneous with signing of this contract.
12. The Nokomis/Witt Area Ambulance Service shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2010, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the Nokomis/Witt Area Ambulance Service from the county under this agreement, or (B) proof of officers bond in an amount fixed by the Illinois State Statute for the particular corporate office..
13. The Nokomis/Witt Area Ambulance Service shall provide an audit of the Nokomis/Witt Area Ambulance Service books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of Nokomis/Witt Area Ambulance Service fiscal year on November 30, 2011.
14. The Nokomis/Witt Area Ambulance Service shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the Nokomis/Witt Area Ambulance Service or its duly authorized agent.

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

Michael P. [Signature]  
County Board Chairman

11-8-11  
Date

Attest:

Sandy [Signature]  
County Clerk

11-8-11  
Date

**NOKOMIS/WITT AREA ABULANCE SERVICE**

James S. [Signature]  
Authorized Representative  
President  
Title

Oct 10, 2011  
Date

BOOK 11 PAGE 258



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Ishmael Insurance Services, Inc  
P.O. Box 318  
Pana, IL 62557  
Phone (217)562-5064  
INSURED

Fax (217)562-5152

Nokomis - Witt Area Ambulance

10 Brandon Lane

Nokomis, IL 62075-

(217) 825-8775

**CONTACT**

NAME:  
PHONE (A/C, No, Ext): (217)562-5064  
E-MAIL ADDRESS: dishmael@ishmaelinsurance.com

FAX (A/C, No): (217)562-5152

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Western Group

INSURER B: Illinois Public Risk Fund

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		FDK2566120	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADY INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 10,000,000.00 PRODUCTS - COMP/OP AGG \$ 10,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		FDK2566120	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					
	DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		001080	01/27/2011	12/15/2011	WC STATUTORY LIMITS: GTH-ER E.L. EACH ACCIDENT \$ 2,500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000.00 E.L. DISEASE - POLICY LIMIT \$ 2,500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Montgomery County listed as additional Insured.

**CERTIFICATE HOLDER**

Montgomery County  
12 N. Main  
Hillsboro, IL 62049

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mary Ade*



8104 11 Oct 259

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/11

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
 Ishmael Insurance Services, Inc.  
 P.O. Box 316  
 Pana, IL 62557  
 Phone (217)562-5064 Fax (217)562-5152  
**INSURED**  
 Nokomis - Witt Area Ambulance  
 10 Brandon Lane  
 Nokomis, IL 62075- (217) 825-8775

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (217)562-5064 **FAX (A/C, No):** (217)562-5152  
**E-MAIL ADDRESS:** dishmael@ishmaelinsurance.com  
**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A:** Continental Western Group  
**INSURER B:** Illinois Public Risk Fund  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSR	WVD				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			FDK2566120	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 10,000,000.00 PRODUCTS - COMP/OP AGG \$ 10,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			FDK2566120	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001080	01/27/2011	12/15/2011	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000.00 E.L. DISEASE - POLICY LIMIT \$ 2,500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Montgomery County listed as additional insured.

**CERTIFICATE HOLDER**  
 Montgomery County  
 12 N. Main  
 Hillsboro, IL 62049

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
**AUTHORIZED REPRESENTATIVE**  
*Mary Ade*

FY 2011

## AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND  
RAYMOND/HARVEL AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax **(\$42,600.00)**, sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2011 the county shall have reimbursed to the Raymond/Harvel Area Ambulance Service Area Ambulance Service an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 4 to 5 times between July 1, 2011 and December 31, 2011, in accordance with the Real Estate Tax Distribution Schedule.**

1. The Raymond/Harvel Area Ambulance Service agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2010 through November 30, 2011.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by Raymond/Harvel Area Ambulance Service.
3. The total annual cost of the operation of the County office shall be reimbursed by the Raymond/Harvel Area Ambulance Service to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	46
Litchfield -	35
Nokomis / Witt -	12
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The Raymond/Harvel Area Ambulance Service agrees to pay on or before the last day of each month commencing December 1, 2010, and continuing monthly thereafter for FY 2011, the sum of \$170.52 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30<sup>th</sup> 2010 as possible, the County shall calculate the total actual expense of the county office for FY 2011 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the Raymond/Harvel Area Ambulance Service.  
  
The County shall then calculate and apply the total monthly payment as made by the Raymond/Harvel Area Ambulance Service during the fiscal year and apply that amount to the annual share owed. The County will then bill the Area Raymond/Harvel Ambulance Service for any amount still owing or shall credit the following fiscal year's estimated expense with the Raymond/Harvel Area Ambulance Service amount of overpayment.
6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the Raymond/Harvel Area Ambulance Service as soon as possible after the last day of each month the amount collected on behalf of Raymond/Harvel Area Ambulance Service.

8. Raymond/Harvel Area Ambulance Service shall be responsible for buying, owning, maintaining, and insuring its own ambulances. Raymond/Harvel Area Ambulance Service shall provide the County with proof of vehicle liability insurance as per Paragraph 11 herein.
9. The Raymond/Harvel Area Ambulance Service shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

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

10. The Raymond/Harvel Area Ambulance Service will submit a tentative FY 2012 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, 2011.
11. The Raymond/Harvel Area Ambulance Service shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS. Further, Raymond/Harvel shall maintain General Liability and Auto Liability insurance with limits not less than \$5,000,000 per occurrence. Said policies shall name Montgomery County as an additional insured. Raymond/Harvel Ambulance Service shall also maintain Workers' Compensation insurance. The Ambulance Service shall provide Certificates of Insurance for the foregoing policies to the county on an annual basis contemporaneous with signing of this contract.
12. The Raymond/Harvel Area Ambulance Service shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2010, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the Raymond/Harvel Area Ambulance Service from the county under this agreement, or (B) proof of officers bond in an amount fixed by the Illinois State Statute for the particular corporate office..
13. The Raymond/Harvel Area Ambulance Service shall provide an audit of the Raymond/Harvel Area Ambulance Service books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of Raymond/Harvel Area Ambulance Service fiscal year on November 30, 2011.
14. The Raymond/Harvel Area Ambulance Service shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation

of the County Ambulance Service Billing and Collecting Service on behalf of the Raymond/Harvel Area Ambulance Service or its duly authorized agent.

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

Michael R. R. A.  
County Board Chairman

11-8-11  
Date

Attest:

Sandy Laitheiser  
County Clerk

11-8-11  
Date

**RAYMOND/HARVEL AREA ABULANCE SERVICE**

John Munn  
Authorized Representative

10/12/11  
Date

President, Board of Directors  
Title

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 10/24/2011

**PRODUCER**  
 ALLEN C POGGENPOHL (12766)  
 809 N O'BANNON  
 PO BOX 470  
 RAYMOND, IL 62520-0000  
 217-229-3452 FAX: 217-229-3529

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED** 6184692  
 RAYMOND HARVEL AREA / AMBULANCE SERVICE  
 PO BOX 113  
 RAYMOND, IL 62560

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: COUNTRY Mutual Insurance Company	20990
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AB1178050	5/15/2011	5/15/2012	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AB1178050	5/15/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	AU1178051	5/15/2011	5/15/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> No If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Yes	AW1178050	5/15/2011	5/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 REMARKS:  
 ADD'L INSURED MONTGOMERY COUNTY, 102 N MAIN ST, HILLSBORO, IL 62049

**CERTIFICATE HOLDER**  
 MONTGOMERY COUNTY  
 102 N MAIN ST  
 HILLSBORO, IL 62049

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE *Douglas M Bove*

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

201200003739  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
09-17-2012 At 02:30 pm.  
RCD/NC .00  
OR Book 1512 Page 401 - 405  
Instrument Book Page  
201200003739 OR 1512 401

**QUITCLAIM DEED**

THIS INDENTURE WITNESSETH that the Grantor, Springfield Coal Company, LLC, P. O. Box 9320, Springfield, Illinois, 62791, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, Conveys and Quitclaims to Grantee, County of Montgomery, 1 Courthouse Square, Room 101, Hillsboro, Illinois, 62049, the following described Real Estate located in Montgomery County, Illinois,

to-wit:

See attached Exhibit A

Common Address: Waggoner Bike Trail  
Waggoner, IL 62572

PIN: Part of 03-04-200-001

Subject to taxes for the current year and all subsequent years, which Grantee hereby assumes and agrees to pay; and

Subject to all prior conveyances, reservations and exceptions of coal, oil, gas, coaled methane gas and other minerals.



THIS INSTRUMENT WAS PREPARED BY:

Terry R. Black,  
Black, Hedin, Ballard & McDonald, P.C.  
108 South Ninth Street  
P. O. Box 4007  
Mt. Vernon, IL 62864

TITLE NOT EXAMINED BY THIS PREPARER

I:\Terry Black\Springfield Coal\Deeds\Montgomery Co-Waggoner Bike Trail

Exhibit A

That part of the SW-1/4 of the SE-1/4 of Section 33, Township 12 North, Range 5 West, and that part of the W-1/2 of the NE-1/4 of Section 4, Township 11 North, Range 5 West of the Third Principal Meridian, in the County of Montgomery and State of Illinois, described as follows:

An irregular tract of land lying Easterly of and adjoining the Illinois Central Railroad Company's Easterly right-of-way line, more particularly described as follows:

Beginning at a point in said railroad company's Easterly right-of-way line approximately 240 feet North of the South line of said Section 33, as measured along the center line of said railroad company's main track, and 33 feet Easterly therefrom measured at a right angle thereto; thence South along said railroad company's Easterly right-of-way line, approximately 2,020 feet, to a point opposite the North end of railroad bridge in the Northeast Quarter of said Section 4; thence Easterly at a right angle to said center line of railroad company's main track, 25 feet more or less, to a point 60 feet perpendicularly distant Easterly from said center line of main track; thence North parallel with and 60 feet perpendicularly distant Easterly from said center line of main track, a distance of 90 feet; thence Northerly parallel with and 60 feet perpendicularly distant Easterly from the center line of South Wye track, serving the Crown Mine of the Freeman Coal Mining Corporation, as now located, a distance of 170 feet more or less, as measured along said center line of South Wye track, to the point of curve; thence Northeasterly on a curve to the right having a radius of 577.27 feet, parallel with and 60 feet perpendicularly distant Southeasterly from said center line of South Wye track, a distance of 1,000 feet more or less, as measured along said center line of South Wye track, to end of curve; thence Easterly parallel with and 60 feet perpendicularly distant Southerly from said center line of South Wye track a distance of 79 feet more or less, as measured along said center line of South Wye track, to a point opposite the point of switch in the North Wye track; thence Northerly at a right angle 140 feet to a point 80 feet Northerly from the center line of said North Wye track, measured at a right angle thereto; thence Northwesterly parallel with and 80 feet perpendicularly distant Northerly from said center line of North Wye track, a distance of 128 feet more or less, as measured along said center line of North Wye track, to the point of curve; thence Northwesterly on a curve to the right having a radius of 739.02 feet parallel with and 80 feet perpendicularly distant Northeasterly from said center line of North Wye track, a distance of 744 feet as measured along said center line of North Wye track; thence Southwesterly at a right angle 20 feet; thence Northwesterly on a curve to the right having a radius of 759.02 feet, parallel with and 60 feet perpendicularly distant Northeasterly from said center line of North Wye track, a distance of 235 feet more or less, as measured along said center line of North Wye track, to end of curve; thence Northerly parallel with and 60 feet perpendicularly distant Easterly from said center line of North Wye track, a distance of 250 feet more or less, as measured along said center line of North Wye track, to a point on the North line of said Section 4; thence Westerly along said Section line approximately 8 feet; thence Northwesterly on a straight line 250 feet more or less, to the point of beginning, containing 8 acres, more or less,

The foregoing property being subject, however to: a certain Grant of Easement for Tile Drain granted by the Grantor to Panhandle Unit District No. 2 school district duly organized and existing under and by virtue of the laws of the State of Illinois, by instrument dated September 25, 1952.

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 )

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.)

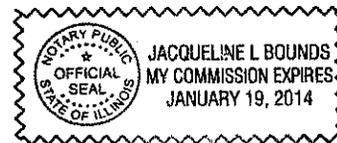
2. A DIVISION OF LAND (requiring a change of parcel boundary lines) meeting one of these exceptions- **WRITTEN APPROVAL BY COUNTY PLAT ACT OFFICER IS REQUIRED BELOW ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:** (If 2. is circled, also circle the category (a. through i.) of exception that is applicable.)

- 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 10<sup>th</sup> day of OCTOBER, 20 11.

[Signature]  
Notary Public

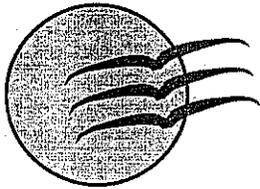
Subject to any County and City zoning ordinances. Check the following if it applies:  
 Plat Act Approval is not required because parcel is located wholly within municipal limits of \_\_\_\_\_ which does not require Plat Act compliance.

Affiant Signature  
If Division, Document reviewed and approved by PLAT ACT OFFICER/Date approved Mary Russell 1/11/12

NEW PARCEL NUMBER(S) FOR DIVISION(S): 03-04-200-008

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





# The Forrestal Group, Inc.

Property Evaluation and Consulting Services  
Apartments ~ Low Income Housing ~ Industrial ~ Commercial

PO Box 4836  
Evansville IN 47724-0836  
Toll Free: 800-847-5982  
Office: 812-421-1730  
Fax: 812-491-2266  
www.Forrestal.net  
www.ForrestalTax.com

October 13<sup>th</sup>, 2011

Chris Daniels-County Coordinator  
Montgomery County Board-Finance Committee  
Historic Courthouse, 3<sup>rd</sup> Floor  
Hillsboro, Illinois 62049

Re:

**Montgomery County, Illinois  
Assessment Report-Hillsboro Energy, LLC.**

This letter will provide the Montgomery County Board, Montgomery County Finance Committee, and the Supervisor of Assessments the background, recommendations, and procedures for the fair and equitable assessment of the Hillsboro Energy, LLC operating coal mine.

**Update on Coal Mined**

According to Mr. Mick, Hillsboro Energy did not produce any coal for the year 2010, but production was expected to start after the first of the year 2011.

It is my understanding in discussion with the Mr. Fred W. Spittler, Manager of the Office of Appraisals for the State of Illinois Department of Revenue that coal assessment are to be established for any of the land that has been permitted for development. Therefore, the county should consider the coal assessment of the land that was permitted during the year of 2010 that should be subject to assessment. I would recommend that the assessment consider the other categories such as Barren Acres, Unmineable Acres, Mined out Acres, and Undeveloped Acres remaining as of December 31, 2010. The report form that Hillsboro Energy is to complete should provide the answers to this question.

**Update on Assessment of Coal – Year of Assessment**

According to multiple people that I have spoken with, coal is assessed with a one (1) year delay, but this needs to be verified by the Supervisor of Assessments.

**Assessment Procedure:**

There is some difference of opinion in the State of Illinois on exactly how to develop the assessment for the coal value. One opinion is to utilize what is known as the discounted cash flow method and the other is based on a value per acre of land based on its current use (per acre/ barren-undeveloped-developed, etc). The acres that are being mined are assessed on applying formulas provided by the state and other information obtained through the State. I have prepared and included those procedures for your review.

Based on meetings with several county Supervisor of Assessments and Mr. Fred W. Spittler, Manager, of the Office of Appraisals of the State of Illinois. I have put together the most acceptable methodology that;

- 1) Is fair and equitable to both the county and the property owner,
- 2) can withstand the property tax appeal process and,
- 3) be acceptable to the tax payer (property owner)

**Our research and plan development includes the following**

**State of Illinois Revenue Ruling (35) ILCS 200) Property +Tax+ Code**

This statute outlines the ingredients required in the valuation of coal including undeveloped and developed coal. Section 35 ILCS 200 (10-800) covers the valuation of developed coal and requires numerous considerations including interest rates, net income, and recoverable coal per acre, coal seam thickness, spot coal prices, and discount factors. These ingredients have been reduced to a one (1) page Excel Spreadsheet.

**Coal Calculations in Montgomery County Coal Mine**

This page provides a short summary of the State of Illinois Revenue Rulings for the valuation of undeveloped and developed coal.

**Research for Formula for Valuation**

The research required for the following formula for development coal value includes the present value factors for discounting future coal mined, interest rates that follow the guidelines of the Revenue Rulings and spot coal prices.

**Detailed Computation Procedure for Assessment Valuation of Developed Coal**

The detailed computation provides a step by step procedure that incorporates the requirements of the State of Illinois Revenue Rulings Section 35 ILCS 200 (10-180) into a final value per acre for developed coal.

**Excel Spreadsheet for Coal Tax Assessment**

The Excel Spreadsheet takes into consideration the requirements of the State of Illinois Revenue Ruling (35) ILCS 200 (10-180) and the valuation procedure as listed above. The spreadsheet is a programmed form that will;

- 1) Permit the property owner to fill out a specific portion of the spreadsheet and turn that into the county. The portion will include such items as parcel #, tax ID#, legal description, total acres, and a breakdown of the coal information on the acres, such as undeveloped and/or developed acres.
- 2) Allow the Supervisor of Assessments to fill in certain values for Barren Acres, Unmineable Acres, Mined-out Acres, Undeveloped Acres and Developed Acres. The best alternative is for the Supervisor of Assessments to provide Hillsboro Energy, Inc, the property owner with the values per acre and have them input that data directly into the spreadsheet as they input the various other data.
- 3) The spreadsheet automatically calculates the values of each of the type of uses, takes the assigned value per acre, and develops the assessment for that specific parcel #.
- 4) That coal assessment value can then be added to the property record card and become a part of the total valuation of the property.

- (5) The spreadsheet has been locked and secured so it cannot be changed.
- (6) A sample spreadsheet has been provided as a learning tool.
- (7) The Excel file has been transferred to a flash card.

Again, thank you so much for the opportunity to work with the Montgomery County Board and Finance Committee on this most important matter.

Respectfully Submitted



Gene Stuard, Consultant

Enclosures

State of Illinois Revenue Ruling (35 ILCS 200) Property + Tax + Code  
Summary of Revenue Ruling  
Research –Discount Factors, Interest Rates, and Spot Coal Prices  
Detailed Computation Procedure of Assessment Valuation for Developed Coal  
Excel Spreadsheet for Annual Assessment

**Copy to:**

Mr. Ray Durston, CIAOI  
Montgomery County Supervisor of Assessments  
Historic Courthouse, 3<sup>rd</sup>, Floor  
Hillsboro, Hillsboro 62049

## Illinois Compiled Statutes

**REVENUE****(35 ILCS 200/) Property+Tax+Code**

(35 ILCS 200 / Art/ 10 Div. 7 heading)  
Division 7 Coal

(35 ILCS 200 / 10-170)

Sec. 10-170. Valuation of coal. The equalization assessed value of each tract of real property constituting coal shall be determined under Sections 10-175 through 10-200.

(Source: P.A. 85-1359; 88-455)

(35 ILCS 200 / 10-175)

Sec. 10-175. Undeveloped coal. All undeveloped coal in property on which there has been no mining during the year immediately preceding the assessment date shall for the purposes of this Code have an undeveloped coal reserve economic value of no more than \$75 per acre. There shall be no per acre undeveloped coal reserve economic value for persons not in the business of mining who have not severed the coal from the land by deed or lease.

(Source: P.A. 85-1359; 88-455)

(35 ILCS 200 / 10-800)

Sec. 10-180. Developed coal. Developed coal shall be assessed at 33 1/3% of the developed coal reserve economic value determined as follows:

Developed Coal Reserve Economic Value equals the present value of the anticipated net income from the property during the life used to determine the developed coal.

- (a) The interest rate to be used for determining present value shall be the arithmetic average prime interest rate quoted by the 4 largest United States banks as measured by total assets located within the Chicago metropolitan statistical area as defined by the United States Department of Commerce as of the current assessment date and the 2 preceding assessment dates, plus 3%.
- (b) Net income means 4% of the average spot market price for Illinois coal as published in a recognized publication prescribed by the Department, as of the current assessment date and the 2 preceding assessment dates, multiplied by the number of recoverable tons per acre.
- (c) Recoverable coal tons per acre equals 1,742 tons per foot acre multiplied by seam thickness, and then multiplied by the recovery ratio.
- (d) Coal seam thickness means the average thickness of the coal seam or seams where coal is initially extracted.
- (e) Recovery ratio means the lesser of 80% for coal extracted by surface mining methods and 50% for coal extracted by underground mining methods or the actual historical recovery ratio for the mining operation.
- (f) The total assessed value of developed coal shall be attributed equally to the coal acreage that is anticipated to be mined.
- (g) Change in the per acre assessed value of coal shall not exceed 10% in any one year except when a change of acreage classification occurs.

(Source: P.A. 85-1159; 88-455)

(35 ILCS 200 /10-185)

Sec. 10-185. Prorated assessment. When initial mining commences after the assessment date or when all mining ceases prior to the end of a calendar year, the coal as assessed pursuant to Section 10-180 shall be assessed on a proportionate basis in accordance with Section 9-180. For purposes of

this Section any permitted acreage that is to be mined during the current year which is not included in the anticipated 5 year mine acreage due to a change in the mining plan shall not be subject to assessment on a proportionate basis in accordance with Section 9-180.

(Source: P.A. 85-1359; 88-455)

(35 ICLS 200 / 10-190)

Sec. 10-190. Cessation of mining. When mining has taken place during the year immediately preceding the assessment date, but has completely ceased as of the assessment date, all remaining unmined coal shall be valued pursuant to Section 10-175. (Source: P.A. 85-1359; 88-455)

(35 ILCS 200 / 10-195)

Sec. 10-195. Increment assessment. Coal assessed under Sections 10-180 and 10-185 shall be added to the tax roll in the following increments as determined by the assessment date:

1993 – 70% of the assessed value

1994 – 80% of the assessed value

1995 – 90% of the assessed value

1996 and thereafter – 100% of the assessed value

Coal assessments, including assessments based on the value of coal, that were in effect January 1, 1986 shall be reduced to the undeveloped coal reserve economic assessed value per acre under Section 10-175 in annual increments assessed value as follows:

1993 – 30% of the 1986 unequalized assessed value

1994 – 20% of the 1986 unequalized assessed value

1995 – 10% of the 1986 unequalized assessed value

1996 and thereafter – the undeveloped coal reserve economic assessed value

(Source: P.A. 85-1359; 88-455)

(35 ILCS 200 / 10-200)

Sec. 10-200. Coal not subject to State equalization. Except as provided in this Section, the assessed valuation of coal assessed under Sections 10-170 through 10-195 shall not be subject to equalization by means of State equalization factors or State multipliers. Equalization factors applied by a chief county assessment officer or a Board of Review pursuant to Sections 9-205 and 16-65 shall be applied to assessments of coal only to achieve assessments as required by Sections 10-170 through 10-195.

(Source: P.A. 85-1359; 88-455)

## COAL CALCULATIONS IN MONTGOMERY COUNTY COAL MINE

### A. Undeveloped coal

- Undeveloped coal reserves have an economic value of no more than \$75 per acre.
- Person not in the business of mining who have not severed the coal from the land or lease are not subject to an undeveloped coal reserve economic value.

### B. Developed coal: Assessed at 33 1/3% of the developed coal reserve economic value.

- *Developed coal reserve economic value:* The present value of the anticipated net income from the property during the life used to determine the developed coal.
- *Interest rate:* The arithmetic average prime interest rate quoted by the 4 largest United States banks as measured by total assets located within the Chicago metropolitan statistical area as defined by the United States Department of Commerce as of the current assessment date and the 2 preceding assessment dates, plus 3%.
- *Net Income:* 4% of the average spot market price for Illinois coal as published in a recognized publication prescribed by the Department, as of the current assessment date and the 2 preceding assessment dates, multiplied by the number of recoverable tons per acre.
- *Recoverable tons per acre:* 1,742 tons per foot acre multiplied by seam thickness, and then multiplied by the recovery ratio.
- *Coal seam thickness:* The average thickness of the coal seam or seams where coal is initially extracted.
- *Recovery ratio:* The lesser of 80% for coal extracted by surface mining methods and 50% for coal extracted by underground mining methods or the historical recovery ratio for the mining operation.
- *Actual recovery ratio:* Is determined by dividing the tons produced by the acres mined, divided by the seam thickness, divided by the recoverable tons per acre (1742).
- *Base value:* Determined by multiplying the tons per foot acre by 4% of spot. This amount is divided by the remaining years in the period to yield

the annualized income. The annualized income is multiplied by the appropriate present worth factor to provide the per foot acre value. The assessment level is applied to obtain the equalized assessed value acre-foot at 100% recovery.

Note: See table of base values for developed coal in the appendix.

### Research for Formula

#### 2011 Coal Value

# Periods	PW1PP	PW1PP/#Periods	Base Value
365	(\$353.69)	(\$0.969010)	(\$1,147.11)
730	(\$685.74)	(\$0.939374)	(\$1,112.03)
1095	(\$997.49)	(\$0.910946)	(\$1,078.37)
1460	(\$1,290.16)	(\$0.883671)	(\$1,046.09)
1825	(\$1,564.93)	(\$0.857496)	(\$1,015.10)

#### Interest Rates

	2009	2010	2011
LaSalle/Bank of America	3.25%	3.25%	3.25% Private Bank (10, 11)
Mid-America Bank	3.25%	3.25%	3.25% MB Financial (10, 11)
Harris Bank	3.25%	3.25%	3.25%
Northern Trust	4.00%	3.25%	3.25%

Avg Int Rate w/o 3%      3.312500% Int plus 3%      **6.312500%**

#### Spot Coal Prices

	2009	2010	2011
	\$54.50	\$42.00	\$42.00
	\$77.50	\$46.00	\$65.25
	\$52.50	\$38.80	\$40.20

Average Coal Price      \$50.97  
 4% of Avg      **2.038888889**

**Detailed Computation Procedure for Assessment valuation for  
Developed Acres**

Example of Procedure that changes each year

1,742 t/ac-ft	(Tons-Acres-Ft)
X 6 feet	(Seam Thickness)
<u>10,452 t/ac</u>	(Total Tons/Acre)
X 50 %	(Recovery Ratio)
<u>5,226 t/ac</u>	(Tons recoverable/Acre)
<u>\$.8328</u>	(4% of spot = \$20.82 x 4% = .8328)
<u>\$4,352.21</u>	(5-year net income/acre)
÷ 5 years	(Annualize Income)
<u>\$870.44</u>	(1 Year net income/acre)
X 3.830659	(PW1PP – 5 yrs @ % compound daily)
<u>\$3,334.36</u>	(Coal reserve economic value/acre)
<u>33.33%</u>	(Assessment level)
<u>\$1,111.34</u>	(EAV / Acre)

The above input is based on the assumption that the coal seam is 6 feet, the interest rate is 4%, and the spot coal price is \$20.82. The indicated Equalized Assessment Value per Acre would vary based on the current assumptions.

Montgomery County, Illinois

Hillsboro Energy, LLC.

**Coal Tax Assessment**

Seam Name or Internal Company Identification

Assessment for Tax Year	2010
Payable in Year of	2011
Township	Kingport
Section	30
Parcel #	12-11-123-000-02
Tax ID #	15-05-00-09
Net Acres	100
Gross Acres	100
Owned	90
Leased	10
Average Seam Thickness-Foot	2.00
Barren Acres	5
Unmineable Acres	15
Mined Out Acres *	10
Undeveloped Acres Remaining **	25
Developed Acres Mined ***	45
<b>Total Acres Reconciled</b>	<b>100</b>

**SAMPLE SPREADSHEET**

Assessment per Acre	=	Indicated Assessment
---------------------	---	----------------------

Barren Acres	5	\$ 1.00	=	\$ 5.00
Unmineable Acres	15	\$ 1.00	=	\$ 15.00
Mined Out Acres *	10	\$ 5.00	=	\$ 50.00
Undeveloped Acres Remaining **	25	\$ 75.00	=	\$ 1,875.00
Developed Acres Mined ***	45	\$ 1,015.00	=	\$ 45,675.00

<b>Total Coal Tax Assessment</b>	<b>\$ 47,620.00</b>
----------------------------------	---------------------

Legal Description:

* Mined -out Acres through December 31	2010
** Undeveloped Acres Remaining as of December 31	2010
*** Developed Acres Mined During the year of	2010

Titles	
Input Area	
Calculations	

RESOLUTION 11-12

TO ADOPT FISCAL YEAR 2012 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 2011, that the attached Financial Appropriation Ordinance for Fiscal Year 2012 which commences December 1, 2011, and ends November 30, 2012, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Twenty-two Million, Forty-four Thousand, Six Hundred Seventy-eight Dollars and No Cents (\$22,044,678).

APPROVED and ADOPTED this 8th day of November, 2011.

*Michael Plunkett*  
CHAIRMAN MIKE PLUNKETT

ATTEST:  
*Sandy Leitheiser*  
COUNTY CLERK SANDY LEITHEISER

AYES: 20

NAYES: 0

PRESENT: 20

ABSENT: /

## A TAX LEVY FOR THE GENERAL CORPORATE FUND

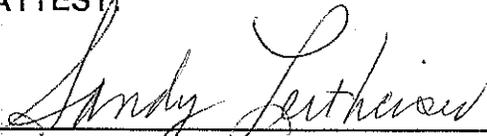
BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2011, after having ascertained the sum of Eight Hundred Six Thousand Dollars and No Cents (\$806,000.00) as being necessary to be raised for General County purposes 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 8th day of November, 2011.

  
\_\_\_\_\_  
CHAIRMAN MIKE PLUNKETT

ATTEST

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 14

## 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 2011, 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 8th day of November, 2011.

  
\_\_\_\_\_  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11-15

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Eight Hundred Thousand Dollars and No Cents (\$800,000.00) 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.

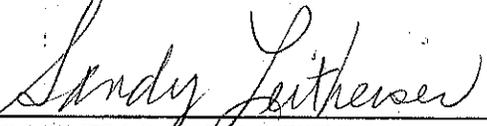
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Eight Hundred Thousand Dollars and No Cents (\$800,000.00) 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 Eight Hundred Thousand Dollars and No Cents (\$800,000.00). 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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY SANDY LEITHEISER  
CLERK

RESOLUTION 11- 16

A TAX LEVY FOR THE SOCIAL SECURITY FUND

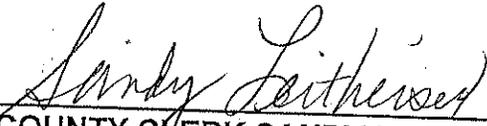
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant 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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 17

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 2012 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 2011, 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-nine Thousand Dollars and No Cents (\$349,000.00) 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

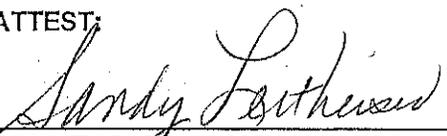
Property and Liability Insurance.

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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 18

## A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

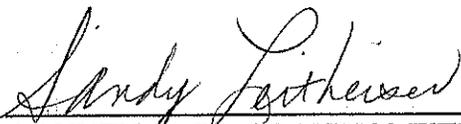
BE IT RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2011 after having ascertained the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) as being necessary to be raised for the care and treatment of persons 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 8th day of November, 2011.

  
\_\_\_\_\_  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 19

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:

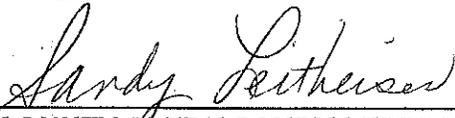
For the purpose of maintaining the highways in Montgomery County, Illinois, as required to be maintained by said County.....\$398,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2011 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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 20

## A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

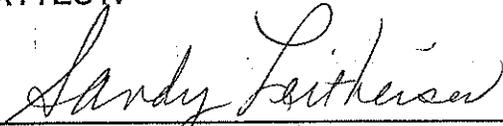
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Ninety-nine 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 8th day of November, 2011.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 21

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 2011, that for the following purposes and in the following amounts:

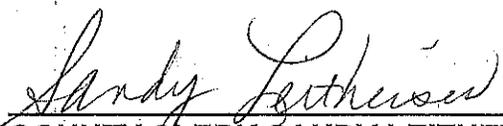
For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$199,000.00 .

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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 22

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 2012 is the sum of \$197,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Ninety-seven Thousand Dollars and No Cents (\$197,000.00) 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 \$197,000.00, 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 8th day of November, 2011.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 23

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 2012 is the sum of \$100,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Thousand Dollars and No Cents (\$100,000.00) for the following purposes:

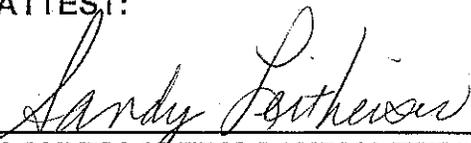
Equipment, Materials, and Services.

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 \$100,000.00, 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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 24

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2012 is the sum of \$114,782.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of One Hundred Fourteen Thousand, Seven Hundred Eighty-two Dollars and No Cents (\$114,782.00) 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 \$114,782.00, 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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 25

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

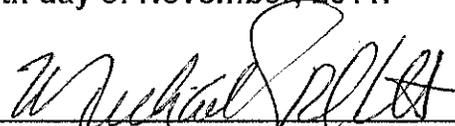
WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2012 is the sum of \$46,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2011, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Forty-six Thousand Dollars and No Cents (\$46,000.00) for the following purposes:

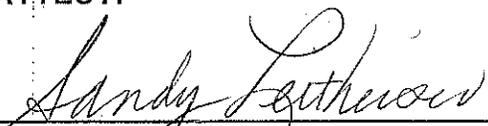
Equipment, Materials, and Services.

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 \$46,000.00, 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 8th day of November, 2011.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

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RESOLUTION 11- 26

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 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 Farmersville-Waggoner Special Service Area for Fiscal Year 2012 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 2011, 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:

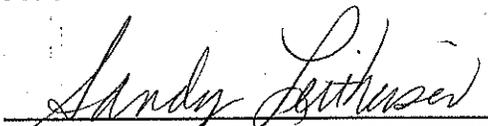
Equipment, Materials, and Services.

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 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11-27

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 2012; and

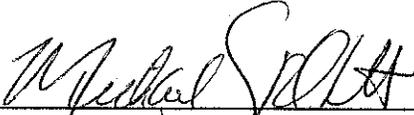
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

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.

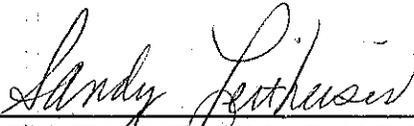
BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2011, after having ascertained the sum of One Hundred Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents (\$154,910.00) as being necessary to be raised 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 8th day of November, 2011.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11-28

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

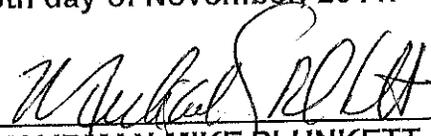
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

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: \$90,000.00.

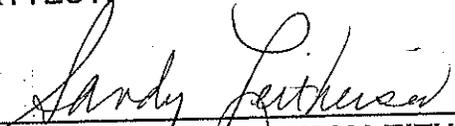
BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2011, after having ascertained the sum of Ninety Thousand Dollars and No Cents (\$90,000.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Ninety Thousand Dollars and No Cents (\$90,000.00) 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 Ninety Thousand Dollars and No Cents (\$90,000.00), provided that the percent of levy shall not exceed .025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2011.

  
CHAIRMAN MIKE PLUNKETT

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11-29

## A TAX LEVY FOR VETERANS ASSISTANCE

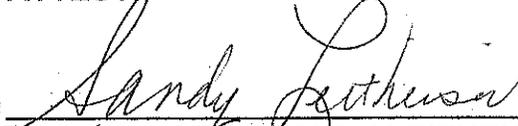
BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2011, after having ascertained the sum of Seventy Nine Thousand, Six Hundred Dollars and No Cents (\$79,600.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy Nine Thousand, Six Hundred Dollars and No Cents (\$79,600.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy Nine Thousand, Six Hundred Dollars and No Cents (\$79,600.00) provided that the percent of levy shall not exceed .02 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2011.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST:

  
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COUNTY CLERK SANDY LEITHEISER

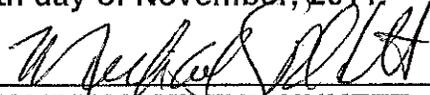
RESOLUTION 11- 30

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 2011, that the following salaries for the Fiscal Year 2012 beginning December 1, 2011, and ending November 30, 2012, are set for the following:

SUPERVISOR OF ASSESSMENTS	\$ 52,148.00
PROBATION OFFICER	\$ 53,668.00
ASSISTANT PROBATION OFFICERS	\$153,677.00

APPROVED and ADOPTED this 8th day of November, 2011.

  
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 CHAIRMAN MIKE PLUNKETT

ATTEST,

  
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 COUNTY CLERK SANDY LEITHEISER

RESOLUTION 11- 31

## 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 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 2012, 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 2011, this 8<sup>th</sup> day of November 2011, 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.

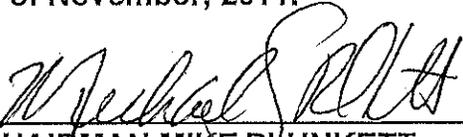
BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the charge of the State's Attorney's duties in the prosecution and trial of other cases, and may

## AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

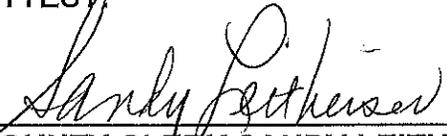
act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

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 2012, commencing December 1, 2011, and ending November 30, 2012, 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 2012.

APPROVED and ADOPTED this 8th day of November, 2011.

  
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CHAIRMAN MIKE PLUNKETT

ATTEST

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

Member No. \_\_\_\_\_

**ILLINOIS PUBLIC RISK FUND**  
**POOLING AGREEMENT**  
*(As Amended and Restated in 2006)*

THIS AGREEMENT is made and entered into by and among the ILLINOIS PUBLIC RISK FUND (the "IPRF" or "Fund"), an Illinois not for profit-corporation organized and operating as an intergovernmental joint insurance pool, and each of the members of the Fund (individually referred to herein as a "Member" and collectively as the "Members"), pursuant to the terms and provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 *et seq.*), and the applicable provisions of the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*) and the Illinois Workers' Occupational Diseases Act (820 ILCS 310/1 *et seq.*), as amended (hereinafter referred to as the "Workers' Compensation Laws").

RECITALS

WHEREAS, the Illinois Intergovernmental Cooperation Act expressly authorizes public agencies to enter into intergovernmental contracts to jointly self-insure and utilize their funds to protect, wholly or partially, themselves and any public agency member of the contract against liability or loss in a designated insurable area; and

WHEREAS, the IPRF was established in 1985 to provide a means by which the public agency Members of the Fund could contract with each other pursuant to the Intergovernmental Cooperation Act in order to protect each other against liability or loss under the Workers' Compensation Laws; and

WHEREAS, the Members are Illinois employers subject to the Workers' Compensation Laws, as well as "public agencies" under the Illinois Constitution of 1970 and within the meaning of the Intergovernmental Cooperation Act, and intend to create a valid, enforceable intergovernmental contract pursuant to the provisions of the Intergovernmental Cooperation Act by execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

**I. FUND OPERATIONS AND CLAIMS ADMINISTRATION.**

The IPRF will pay promptly when due the compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws. The affairs of the Fund shall be managed by or under the direction of its Board of Trustees which shall provide for the efficient administration of claims under the Workers' Compensation Laws and otherwise under any applicable law of the State of Illinois imposing employers liability for bodily injury by

accident or disease. In that regard, the Board of Trustees shall have the duty and responsibility to:

- A. Provide for the efficient administration of claims by either employing or contracting for the services of an independent third party claims administrator (the "Fund Claims Administrator" or "Fund Administrator"), or by employing or contracting for the services of claims administration personnel or staff, (the "Fund Claims Administration" or "Fund Administration"). The Fund Administrator or Fund Administration, as the case may be, shall have the responsibilities for claims processing and administration; the investigation and adjustment of claims; the management and reporting of claims; compensation, claims, and benefits payments; and, risk data management and reports, including the establishing and monitoring of reserves, among other duties as may be authorized, directed, or delegated from time to time by the Board of Trustees;
- B. Provide or contract for safety and loss control programs and services for the benefit of the Fund and its Members;
- C. Employ or contract for the services of an independent accountant (the "Fund Accountant") who, at the direction of the Board of Trustees and the Treasurer, shall be responsible for IPRF's day-to-day financial matters, including the collection of Members' current, past due, and delinquent accounts, premiums, contributions, assessments, and penalties; the keeping and maintenance of the Fund's financial records, statements, reports, and books of account; and, the satisfaction and payment of the Fund's bills, debts, and other financial obligations;
- D. Employ or contract for the services of an independent, fiduciary investment advisor (the "Fund Advisor") for advice and management concerning the Fund's assets and investments in accordance with the purposes and investment guidelines established by the IPRF, the Intergovernmental Cooperation Act, and all other applicable duties and policies, standards, guidelines established, created by law, regulation, or resolution of the Board of Trustees;
- E. Employ or contract for the services of exclusive Marketing Agents who shall be responsible for the promotion and marketing of the Fund, and its program and services;
- F. Authorize and direct the Fund Accountant and the Marketing Agents in the collection of delinquent accounts resulting from any unpaid premiums, contributions, assessments, or penalties;
- G. Cause each Member to execute this Pooling Agreement, governing, among other matters and things, the liability of all Members for claims against the Fund;
- H. Obtain excess reinsurance coverage along with errors and omissions liability (E&O) and directors and officers (D&O) liability coverages for the Fund's Board of Trustees, officers, and employees with insurance companies acceptable to the Board of Trustees, and in amounts considered reasonably adequate to cover the liabilities of the Fund, its Board of Trustees, officers, and employees, and to keep and maintain such insurance policy coverages in full force and in effect at all times along with such other insurance coverages as the Board of Trustees may determine to be reasonably prudent and necessary to protect the Fund and its assets; and, to procure and maintain a fidelity bond covering the IPRF's Board of Trustees, individually and collectively, the Fund Treasurer, the Fund Accountant, and any other person employed or engaged by the Fund having any responsibility respecting the IPRF's monies and securities, in an amount

sufficient to protect the Fund against loss, misappropriation, or misuse of any monies or securities;

I. Set standards for the admission of Members to the Fund which shall include such requirements, guidelines, and precautions as the Board of Trustees from time to time shall deem to be reasonable and appropriate to promote the safe, prudent, proper, and responsible operation of the Fund for the benefit of duly qualified and financially suitable Members that are seriously committed to sound safety practices, risk management, and loss control programs;

J. To employ or contract for the services of such other persons, parties, providers, vendors, or consultants as the Board of Trustees may from time to time deem reasonably necessary or desirable to carry out the purposes of the Fund and to assure the continuous, efficient, and cost-effective operations of its programs.

## II. COST OF MEMBERSHIP.

The Member's cost will be determined by the Board of Trustees. The Member's contribution or premium will be developed by an examination and audit of all the Member's records that relate to the coverages provided by this Agreement, including ledgers, journals, registers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data (the "payroll audit"). Rates, classifications, experience modification factors, and discounts approved by the Board of Trustees will be used to determine the Member's contribution or premium subject to the payroll audit.

## III. ASSESSMENT PROVISIONS.

Whenever the Board of Trustees determines by means of an audit, annual certified financial statements, actuarial opinion, or otherwise that the assets of the Fund are less than the reserves which would be required to be maintained by the Fund if the Fund were subject to Part 2901 of the Illinois Department of Financial and Professional Regulation, Division of Insurance Workers' Compensation Self Insurance Regulations (50 Ill. Admin. Code §§2901.10 - 2901.40), together with any other unpaid liabilities, then the Fund shall direct its Treasurer and the Fund Accountant (as defined in the Fund's By-Laws) to assess each Member of the Fund that was a Member during the Fiscal Year (as defined below) in which the events or occurrences giving rise to such assessment occurred, the amount necessary (in the aggregate) to correct the deficiency. Members will be assessed pro rata based upon their annual contributions, provided that, in no event shall the annual total of any Member's assessment exceed ten percent (10%) of that Member's gross annual premium or contribution to the Fund for the most recent Fiscal or Fund Year, as such terms are defined herein and by the IPRF's By-Laws. In the event of the inability of one or more Members, by reason of insolvency or otherwise, to pay such assessments, the Fund's Treasurer shall assess the other Members of the Fund for such unpaid amounts. Notwithstanding the foregoing, a Member's liability under this Section for assessments shall be limited to the period of such Member's membership in the IPRF and the later of either the three (3)-year period commencing with the close of the most recent Fiscal Year during which the events, occurrences, or claims giving rise to such assessments happened, or the three (3)-year period beginning with the close of the Fiscal Year during which such Member's membership in the Fund was terminated.

## IV. MEMBERS, TERMS, WITHDRAWAL, TERMINATION.

A. Membership in the Fund is limited to "public agency members" within the meaning of and subject to Section 6 of the Illinois Intergovernmental Cooperation Act (5

ILCS 220/6) and other units of local government and public entities within the State of Illinois that may become eligible for membership from time to time according to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, or the By-Laws of the IPRF. Membership in the Fund is subject to the approval of the Fund's Board of Trustees, the Fund Administrator, and the Fund's excess reinsurance carrier.

B. The initial minimum term of IPRF membership is one (1) year, unless terminated earlier pursuant to this Agreement or Article VIII of the Fund's By-Laws.

C. After the initial one (1) year minimum term, a Member may withdraw or resign its membership in the Fund for any year thereafter upon the giving of not less than ninety (90) days written notice to the IPRF Board of Trustees of its intent to withdraw or resign and, such resignation shall take effect no sooner than ninety (90) days from the date such notice is given.

D. A Member may be terminated from the IPRF under rules set forth in the Fund's By-Laws for reasons which include, but are not limited to, the following:

- (1) When the Member fails to pay the premium, contribution, assessment, or other amounts due and payable to the Fund in full;
- (2) When the Member fails to cooperate with the Fund, or with any of its Trustees, Marketing Agents, officers, employees, contractors, or agents, in regards to audits, payments, financial and claims reporting, safety, loss control, and prevention, or any other subject having to do or connected in any way with the operations and purposes of the IPRF as determined by the Board of Trustees in its sole discretion;
- (3) When the Member fails to carry out the recommendations of any safety, loss control, or prevention survey, inspection, or examination, or fails to adhere to generally accepted accounting or financial practices, or fails to follow the IPRF's safety, loss control, risk prevention, or claims reduction standards, policies, or programs as determined by the Board of Trustees in its sole discretion;
- (4) When the Member fails to meet the membership eligibility requirements set forth in Paragraph IV(A) above, as determined at any time by the Board of Trustees in its sole discretion;
- (5) When the Member engages in conduct detrimental to the integrity, stability, or strength of the IPRF or any of its programs as determined by the Board of Trustees in its sole discretion; or
- (6) When the member fails to meet other requirements for continued participation that may be determined by the Board of Trustees in its sole discretion to preserve the stability and strength of the Fund and which are consistent with the provisions of the By-Laws, including participation in the programs or efforts designed to reduce losses or adjust claims in order to carry out the purposes for which the IPRF was established.

V. COVERAGE, INDEMNITY AND DEFENSE.

In consideration of payment of the Member's contributions as described in this Agreement in general, and as set forth in part II in particular, the Fund agrees:

A. Coverage: The Fund will pay promptly when due all compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws and as such Laws may be amended from time to time.

B. Defense, Settlement, Supplementary Payments: As respects the coverage afforded by the other terms of this Agreement, the Fund shall:

(1) Defend any proceeding against the Member seeking such compensation and other benefits and any suit against the Member alleging work-related accidental injuries or occupational diseases, as those terms are defined under the Workers' Compensation Laws and seeking damages on account thereof, even if such proceeding or lawsuit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems expedient or necessary.

(2) Pay all expenses incurred by the Fund, all costs taxed against the Member in any such proceeding or suit, and all interest accruing after entry of award or judgment until the Fund has paid, tendered, or deposited such part of such judgment as does not exceed the limit of the Fund's liability thereon; provided, however, that in no event shall the Fund be responsible for payment of any fines, penalties, or interest thereon imposed upon a Member as a result of such Member's violation of or misconduct under the Workers' Compensation Laws or otherwise.

C. Applicability of Coverage: The coverage, compensation, other benefits, defense, and payments provided under this Agreement apply or is accorded only to accidental injuries, disablements, exposures, and fatalities (as those terms are defined under the Workers' Compensation Laws) occurring during the membership term. All states coverage will be provided by the Fund.

D. Conditions: Classifications, rates, modification factors, and discounts, shall be determined by the Board of Trustees in its sole discretion. Each Member shall maintain records of the information necessary for contribution or premium computation, and the IPRF, its Board of Trustees, the Fund Accountant and its duly authorized agents and representatives shall be allowed to examine and audit all of the Member's records that relate to the coverage, indemnity and defense provided by this Agreement, including ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for sharing and receiving data. The IPRF may conduct the audits during regular business hours during the membership or coverage period and within three (3) years after such membership or coverage period ends. Information developed by audit will be used to determine the amount of any final premium or contribution due under this Agreement subject to the right of the Fund through its Board of Trustees to determine and set the amount of any premium, contribution, assessment, debt, penalty, or other amount due to be paid the IPRF in its full and sole discretion.

VI MEMBERS' OBLIGATIONS.

Each Member agrees to be bound by all of the terms and conditions of this Agreement, the IPRF's By-Laws, as they may be amended from time to time, and to abide by any rules, resolutions, and regulations that are promulgated by the Board of Trustees for the administration of the Fund, which shall include, but not be limited to, the following:

A. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the IPRF, its Board of Trustees, and their duly authorized agents and representatives to promote the general welfare of such Member's employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluations or recommendations made by the IPRF, its Board of Trustees, or their duly authorized agents and representatives in making decisions concerning such Member's safety program and practices.

B. When an injury or disablement to an employee of a Member covered by this Agreement occurs, the Member shall immediately provide for immediate emergency and other medical services as provided by Sections 8(a) of the Workers' Compensation Laws, and shall immediately notify the IPRF of the loss or claim and cause to be prepared and transmitted to the Fund Administrator or Fund Administration, as the case may be, an Employers First Report of Injury (Form 45) as prescribed by the IPRF, the Illinois Workers' Compensation Commission and the federal Occupational Safety and Health Administration (OSHA).

C. If a claim is made or suit or other proceeding is brought against the Member, then the Member shall immediately forward to the IPRF every demand, notice, summons, claim form, suit or other legal or administrative process received by it.

D. The Member shall cooperate with the IPRF and, upon the Fund's request, shall attend all hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and otherwise cooperate in the conduct of all suits, hearings, or proceedings. The Member shall not, except at its own cost, which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of the injury as are required by the Workers' Compensation Laws or otherwise.

E. Each Member shall make prompt payment of all contributions, premiums, assessments, and other amounts due as required under this Agreement and the Fund's By-Laws.

F. Each Member does hereby appoint the IPRF as its agent to act in the Member's behalf to file reports and to make or arrange for payment of claims, medical expenses, and all other things required or necessary insofar as they affect the Member's liability under the Workers' Compensation Laws or such Member's obligations under the rules, regulations, and orders of the Illinois Workers' Compensation Commission or any other administrative agency or court having jurisdiction.

G. Each Member agrees that in the event of the payment of any compensation, other benefits, defense or other payments by the IPRF under this Agreement, the Fund shall be

subrogated to the extent of such payment to all rights of the Member against any person or other entity legally responsible for such damages or losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery.

H. The IPRF, its Board of Trustees, and any of their duly authorized agents, employees, and attorneys, and a representative shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Agreement, and shall be permitted at all reasonable times and within three (3) years following termination of membership to examine the Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify contributions, premiums, or other amounts which are due or payable, or which were paid to the Fund.

VII. EFFECTIVE TIME AND DATE.

The Fund shall operate on a fiscal year from 12:01 a.m. December 15 to 12:01 a.m. December 15, of the next year (the "Fiscal Year" or "Fund Year").

VIII. ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION.

Except as to claims arising out of or connected with a Member's failure to pay all contributions or premiums to the IPRF when due, any controversy or claim arising out of or relating to this contract, or the breach thereof, or any term or provision of the Fund's By-Laws, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be heard and determined by one arbitrator, whose award shall be final and binding upon the parties hereto.

The parties agree that all arbitration proceedings shall take place in Chicago, Illinois and shall be subject to the Illinois Uniform Arbitration Act. (710 ILCS 5/1 *et seq.*)

The provisions of this Section shall survive and bind the parties hereto and their successors and assigns, notwithstanding any termination of this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IX. ENTIRE AGREEMENT.

This Amended and Restated Pooling Agreement supersedes any prior Pooling Agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Pooling Agreement as of date set forth below.

ILLINOIS PUBLIC RISK FUND

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

MEMBER

Michael Plunkett

(Print name of Member)

By: Michael Plunkett

Title: Montgomery County Board  
Chairman

# SAFETY NATIONAL

Casualty Corporation

a DELPHI company

## EMPLOYEE CONCENTRATION SUPPLEMENTAL INFORMATION

NAME OF APPLICANT Montgomery County  
 EFFECTIVE DATE 2/10/11  
 APPLICANT'S REPRESENTATIVE Bob Durbin  
 New     Renewal of Policy # \_\_\_\_\_  
 TOTAL NUMBER OF EMPLOYEES: 240

ONLY COMPLETE COLUMNS 5-7 FOR ANY LOCATION WHERE 200 OR MORE EMPLOYEES WORK

ALL LOCATIONS MUST BE LISTED

ZIP CODE MUST BE INCLUDED FOR EACH LOCATION Location Address (Street, City, State & Zip - not mailing address)	1 # of Emps	2 # of Shifts	3 Floors Occupied (i.e. 2 <sup>nd</sup> , 3 <sup>rd</sup> , 17 <sup>th</sup> )	4 # of Stories	5 Year Built	6 Building Construction (Use codes 1-6 listed below)	7 Has the building been retro-fitted for earthquake? Yes/No
County Health / TB Route 485 Hillsboro	52	1	All	1			
County Health Route 16 Litchfield	2	1	All	1			
Mental Health 1404 School St Hillsboro	3	1	All	2			
Courthouse 120 N. Main Hillsboro	43	1	All	3			
Historic Courthouse Courthouse Square Hillsboro	64	1	All	4			

1 = Wood Frame    2 = All Metal    3 = Steel Frame    4 = Reinforced Concrete    5 = Concrete Brick/Block    6 = Earthquake Resistant

This is NOT a binder of coverage. The application must be signed by the Applicant or the Applicant's Representative. The Applicant represents that all statements made in this application are complete and true and that all material facts have been fully disclosed

Completed by: Robert L. Durbin  
 (Please type name, title, and company/broker on signature line above)  
 Date: Mar 3, 2011

Page 1 B 2

**SAFETY NATIONAL**  
Casualty Corporation

a DELPHI company

EMPLOYEE CONCENTRATION SUPPLEMENTAL INFORMATION

NAME OF APPLICANT Montgomery County  
 EFFECTIVE DATE 12/01/11  
 APPLICANT'S REPRESENTATIVE BOB DURBIN  
 New     Renewal of Policy # \_\_\_\_\_  
 TOTAL NUMBER OF EMPLOYEES: 240

ONLY COMPLETE COLUMNS 5-7 FOR ANY LOCATION WHERE 200 OR MORE EMPLOYEES WORK

ALL LOCATIONS MUST BE LISTED							
ZIP CODE MUST BE INCLUDED FOR EACH LOCATION Location Address (Street, City, State & Zip - not mailing address)	1 # of Emps	2 # of Shifts	3 Floors Occupied (i.e 2 <sup>nd</sup> , 3 <sup>rd</sup> , 17 <sup>th</sup> )	4 # of Stories	5 Year Built	6 Building Construction (Use codes 1-6 listed below)	7 Has the building been retro-fitted for earthquake? Yes/No
Annex 201+203 S. Main Hillsboro	4	1	All	3			
Jail 120 N. Main Hillsboro	50	1	All	1			
Animal Control 11252 N. 9th Ave Hillsboro	3	1	All	1			
Recycling 5016 Corporate Dr. Hillsboro	7	1	All	1			
Highway Office / Garage 1215-1219 Seymour Hillsboro	12	1	All	2			

1 = Wood Frame    2 = All Metal    3 = Steel Frame    4 = Reinforced Concrete    5 = Concrete Brick/Block    6 = Earthquake Resistant

This is NOT a binder of coverage. The application must be signed by the Applicant or the Applicant's Representative. The Applicant represents that all statements made in this application are complete and true and that all material facts have been fully disclosed

Completed by: Robert L. Durbin  
 (Please type name, title, and company/broker on signature line above)  
 Date: Nov 3, 2011

*Doc 202*



**JEFF WEIS**

President

P.O. Box 343  
32 Zbinden Lane  
Highland, IL 62249

Ph 618-654-4416  
Fax 618-654-4417



County Maintenance Resolution #2011-10

RESOLVED, by the County board of Montgomery County, that \$1,100,000.00 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, 2011 and ending November 30, 2012, and be it further

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

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

Approved	STATE OF ILLINOIS
	<u>Montgomery</u> County, } ss.
	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
Date	<u>Montgomery</u> County, at its <u>November 8, 2011</u>
	meeting held at <u>Hillsboro, Illinois</u>
	on <u>November 8, 2011</u>
Department of Transportation	<p style="text-align: center;">Date</p> <p style="text-align: center;">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>8th</u> day of <u>November</u> A.D. <u>2011</u></p>
Regional Engineer	<p>(SEAL) <u>Sandy Leitheiser</u> County Clerk.</p>