

Bill Schroeder's Statement

In view of the recent election, during which the issue of longwall mining was addressed, I would like to ask the board if there are any follow up plans to address the concerns of all the citizens who opposed this method.

According to the minutes of the meeting of the board on Dec. 22, 2004 under the topic of "Discussion of Presentation", Jim Morris, Vice President of Colt Coal Co., stated that **"if enough farmers say 'NO' to longwall, the company would have to longwall elsewhere or use the room and pillar method."**

The fact that this statement was part of the presentation, leads me to believe that as the board considered selling the coal rights, this statement surely must have had some influence on the final decision with regards to this sale.

Also, due to the fact that the referendum failed to pass by only 776 votes, an argument could be made that this margin could have been substantially less if the language of the referendum had not been so confusing, where yes is "no" and no is "yes".

With the completion of the November 7th ballot, it is officially recorded that 5035 people said "NO" to the longwall method. Going back to Jim Morris' statement to the board and the people of Montgomery County in regard to enough people saying NO, the question that now must be answered by you is **"how many is enough?"**

The fact that the board initiated the referendum would seem to me that it is only proper that you now consider the total ramifications of its results. Remember the vote was only on the question of the method to be employed, not a total ban of mining as some tried to infer, which undoubtedly confused some voters even more.

Given all this, I believe it is inherent that a review of the influential statements, information, and considerations used in arriving at your decision to sell the coal rights be undertaken. Furthermore I believe a panel should be set up to get independent information on longwall mining and its effects, especially the long term effects on the whole community.

The voters, your constituents, who voiced their opinion, whether pro or con deserve consideration and an answer in this important matter. The public needs to know that you are keeping informed and monitoring the issue independently, and that the question of **"how many is enough"** will be answered.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 01-07

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The CITY OF NOKOMIS of Montgomery County has agreed to pay an amount of \$19,594.88 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>CITY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
CITY OF NOKOMIS	1031 B-CA, Sanford Street	See Attached Map	\$39,189.77

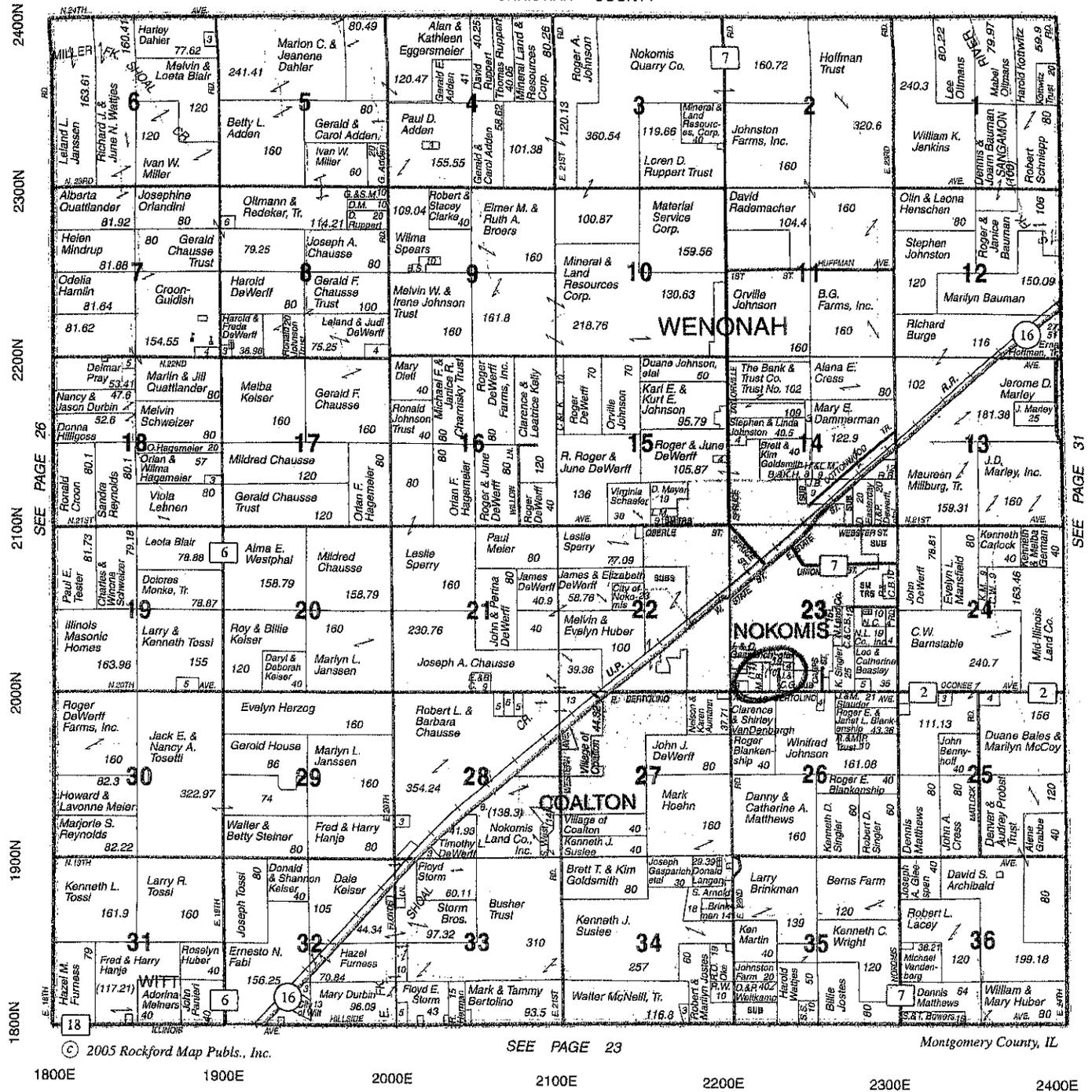
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th/day of January, AD, 2007.

Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
City of Nokomis 50%



SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings
Wesley D. Spears

PHONE: (217) 532-3113 • FAX: (217) 532-3133
218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

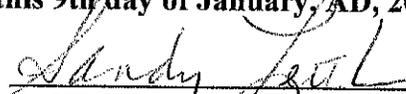
**FEDERAL-AID MATCHING FUND RESOLUTION
FOR
CONSTRUCTION ENGINEERING PURPOSES
FOR SECTION 01-00117-00-BR, FILLMORE BRIDGE
CONTRACT #93318**

NOW THEREFORE BE IT RESOLVED, that for payment of the COUNTY'S obligations incurred in connection with the construction engineering of the improvement, the following appropriations are hereby made:

\$22,876.96, or as much thereof as maybe necessary from County Federal-Aid Matching Office #245 to provide the County's portion of the cost for the construction engineering for said project. Said amount based off of construction contract of \$381,282.64 X 6% (\$22,876.96) Construction Engineering Costs.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 13-07

RESOLUTION FOR DISCONTINUING SEASONAL WEIGHT LIMITS

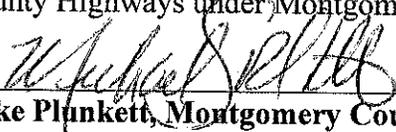
WHEREAS, the County of Montgomery wishes to discontinue Resolution #35-01 Dated April 10th, 2001 – Resolution for Establishing Seasonal Weight Limits for the County of Montgomery, and

WHEREAS, no seasonal weight limits will exist for the period of January 15 to April 15 of each year on all County Highways under Montgomery County jurisdiction; and

WHEREAS, weight limits are governed by the Illinois Vehicle Code, Chapter 625, Act 5 of the Illinois Compiled Statutes; and

WHEREAS, Resolution #13-07 supercedes all County resolutions which limited the weight of trucks and commercial vehicles from January 15 to April 15;

NOW THEREFORE, BE IT RESOLVED that all seasonal weight limitations are lifted on Montgomery County Highways under Montgomery County jurisdiction,



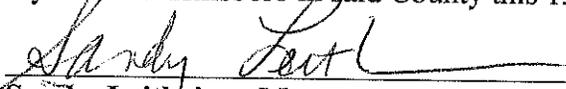
Mike Plunkett, Montgomery County Board Chairman

Ayes:	<u>18</u>
Nays:	<u>0</u>
Absent:	<u>3</u>

STATE OF ILLINOIS)
)
 COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution passed by the County Board of Montgomery County at the Adjourned Meeting held on February 13th, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.



Sandy, Leitheiser, Montgomery County Clerk

(SEAL)

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 03-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#3 (Black Diamond Trail)(Bois D'Arc Twp.)(Sec. 6)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,750.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

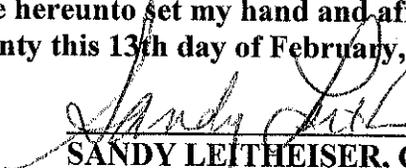
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1034 B-CA	See Attached Map	\$2,750.00

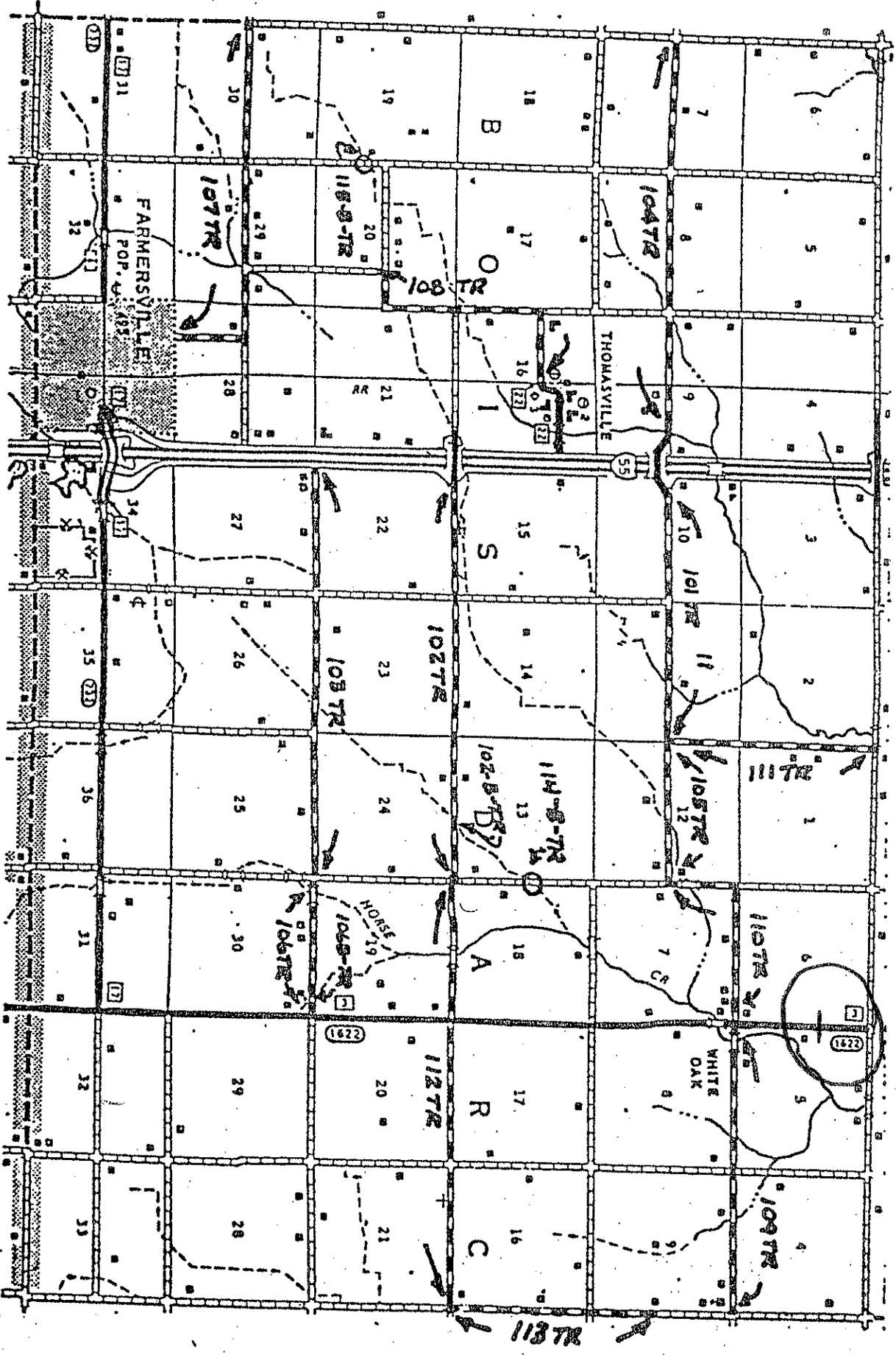
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



BOIS D'ARC
 Township
 Montgomery County
 R-4W & R-5W - T-12N

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#9 (Chapman "T" Trail)(East Fork Twp.)(Sec. 36)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1035 B-CA Location A	See Attached Map	\$5,000.00

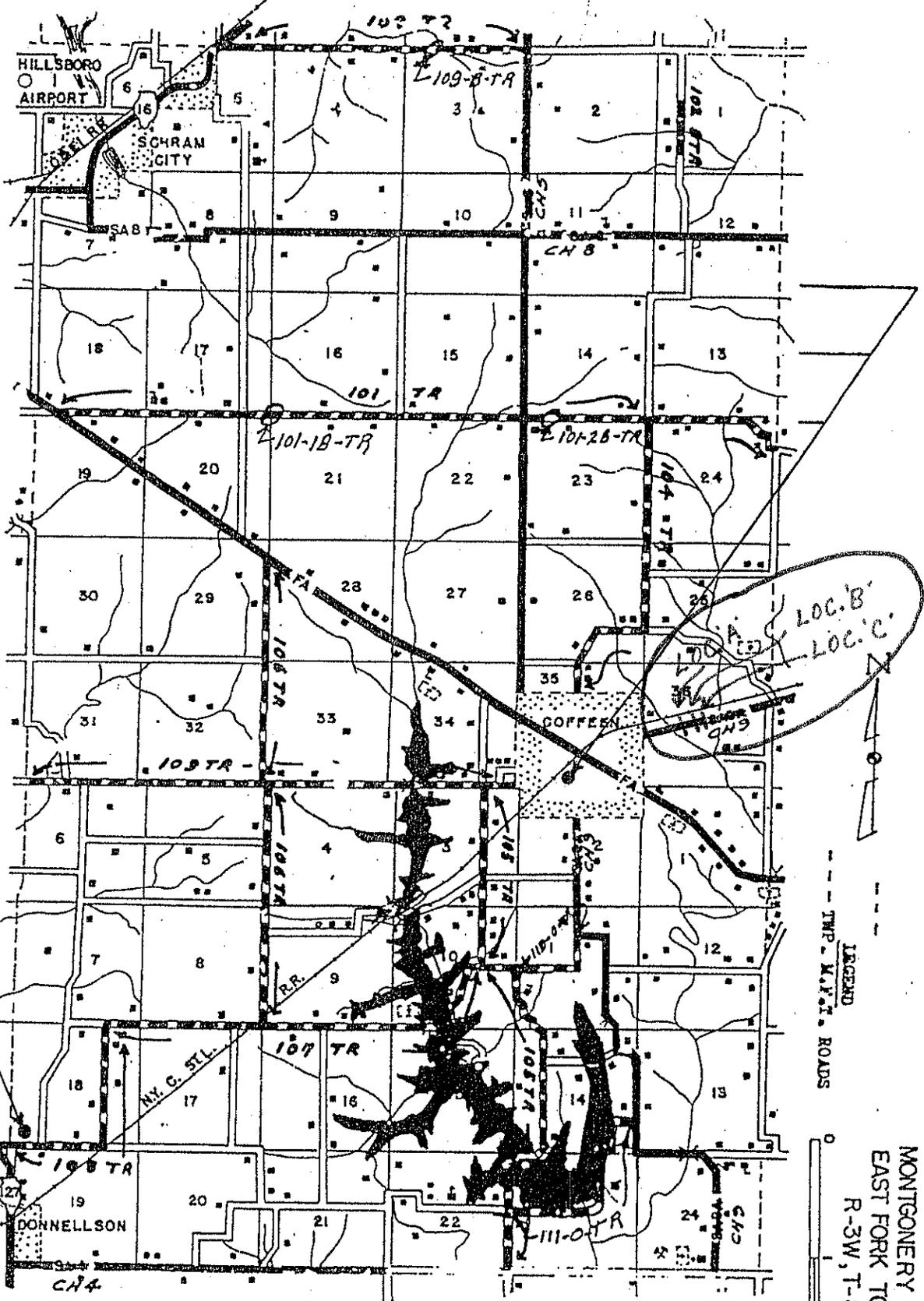
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



LOC. B.
LOC. C.

LEGEND
 --- TWP. R.O.D.S.
 --- CO. R.O.D.S.
 --- ST. R.O.D.S.

MONTGOMERY COUNTY
 EAST FORK TOWNSHIP
 R-3W, T-8N
 247.55

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 05-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#9 (Chapman "T" Trail)(East Fork Twp.)(Sec. 36)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

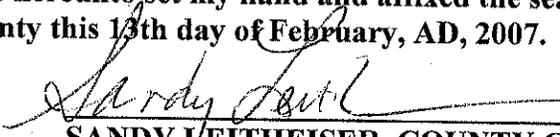
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1035 B-CA Location B	See Attached Map	\$3,500.00

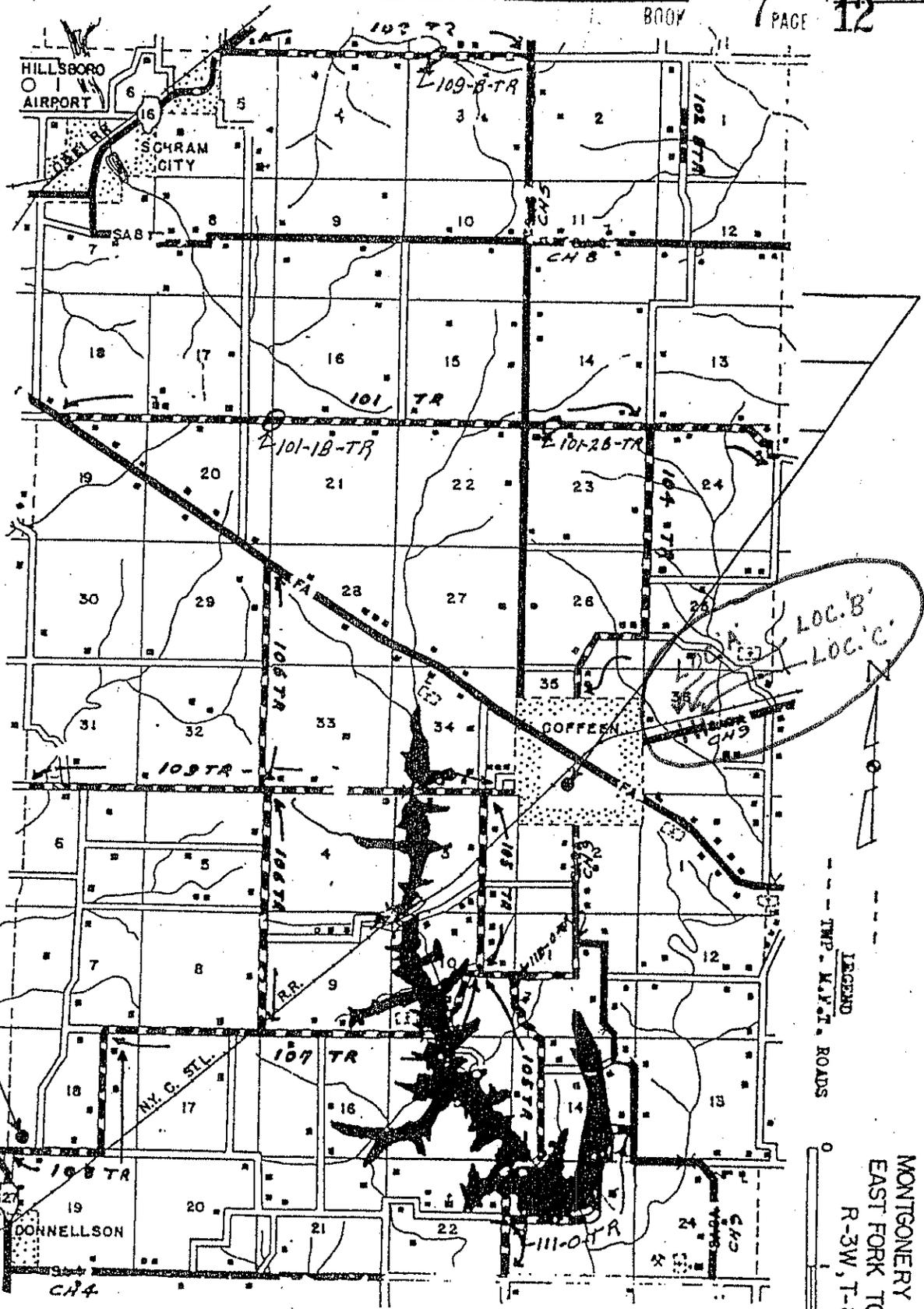
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



LEGEND
 --- TWP. B.P.T. ROADS

MONTGOMERY COUNTY
 EAST FORK TOWNSHIP
 R-3W, T-8N
 0 1 2 mi. 25

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 06-07**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#9 (Chapman "T" Trail)(East Fork Twp.)(Sec. 36)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1035 B-CA Location C	See Attached Map	\$3,000.00

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

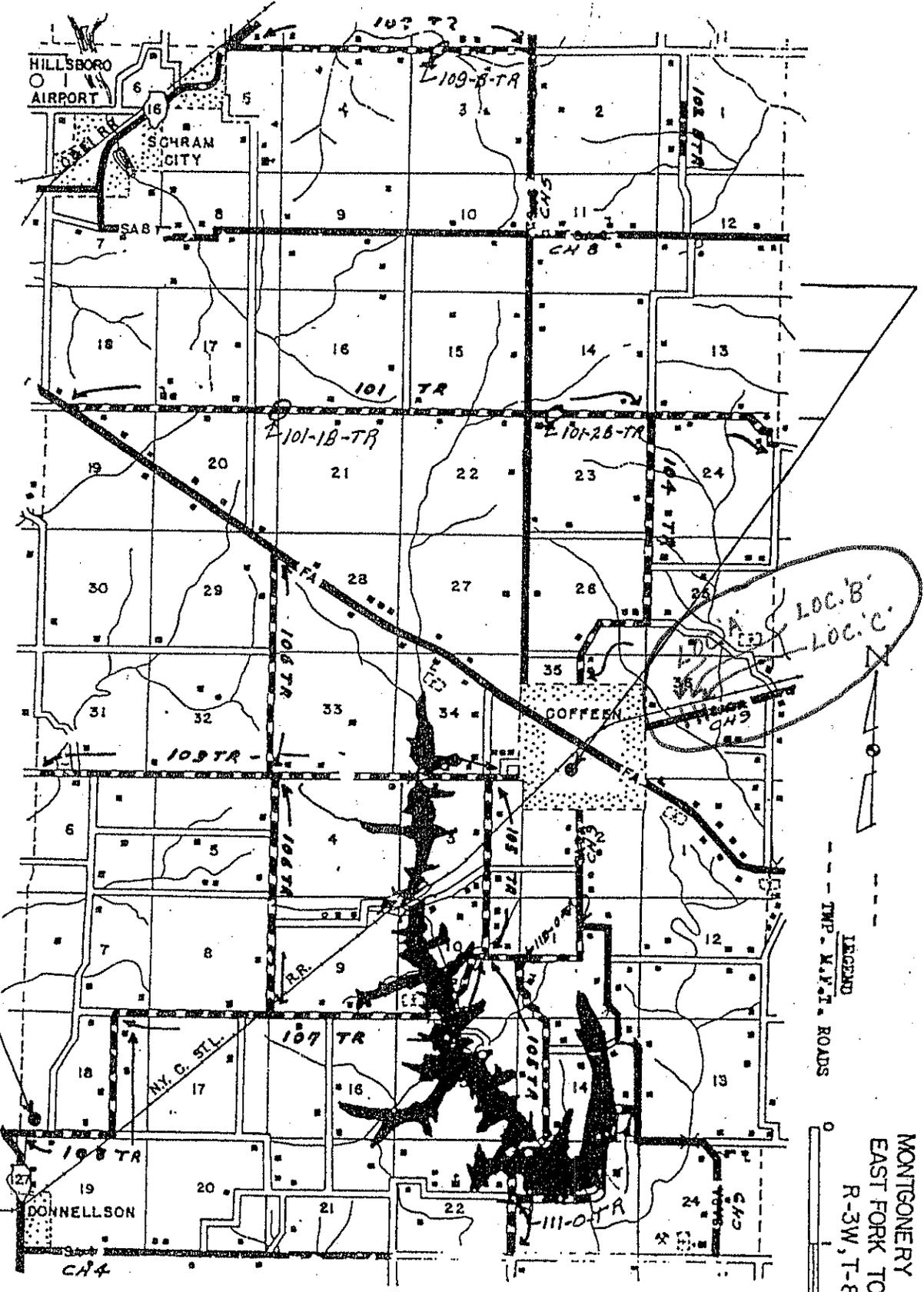
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%



MONTGOMERY COUNTY
 EAST FORK TOWNSHIP
 R-3W, T-8N

2 MI. 25

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 07-07**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#8 (Fillmore Trail)(Fillmore Twp.)(Sec. 21)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$4,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

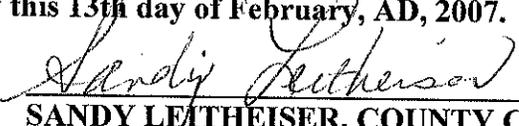
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1032 B-CA	See Attached Map	\$4,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.

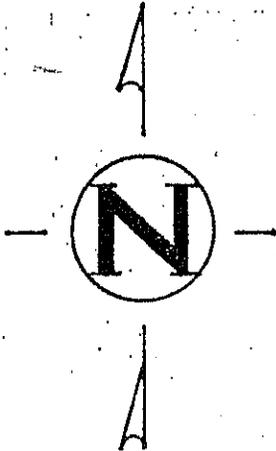
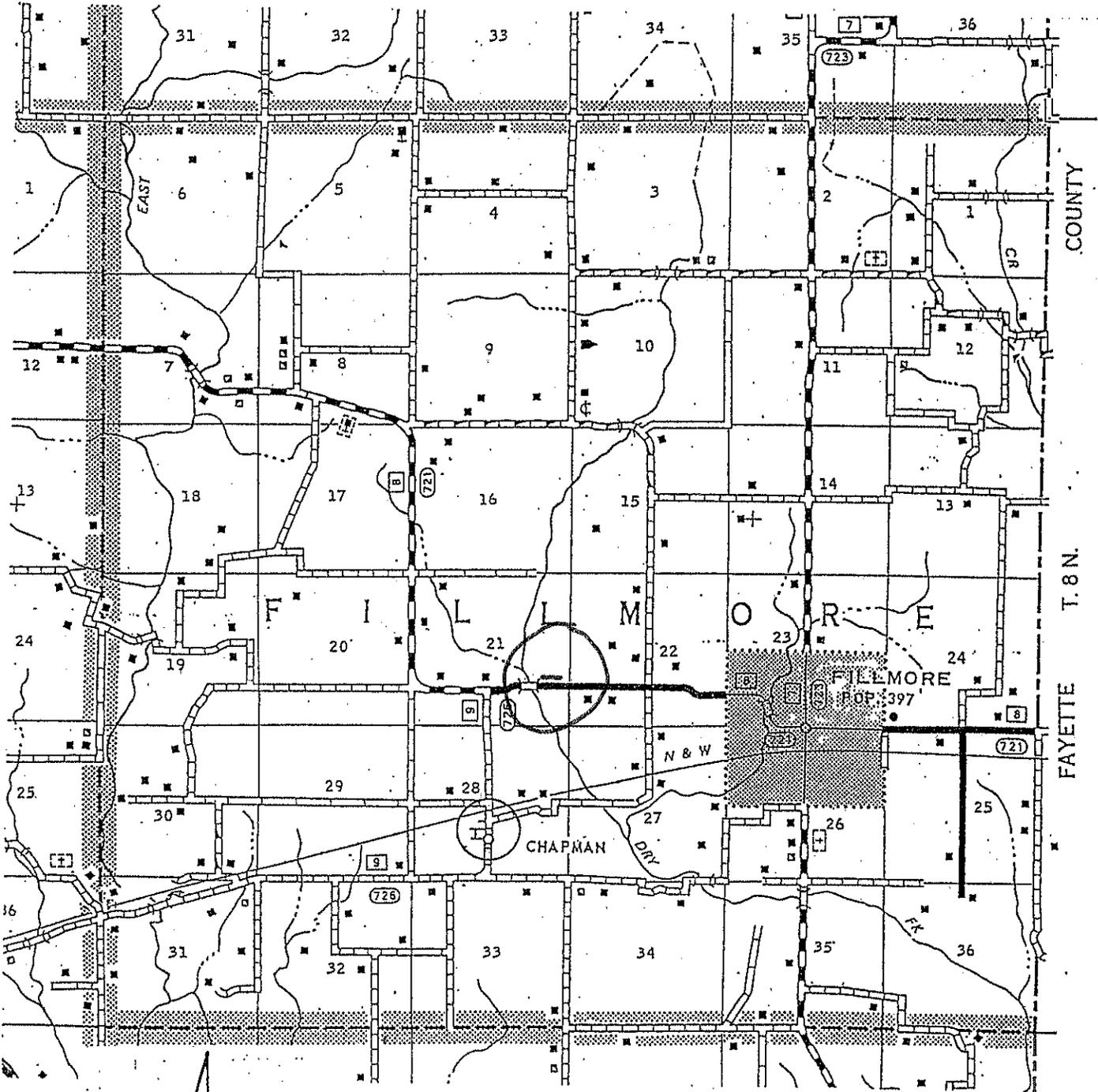

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

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

R. 2 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 08-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#10 (Donnellson Avenue at Mary Street)(Grisham Twp.) Sec. 24**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,750.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

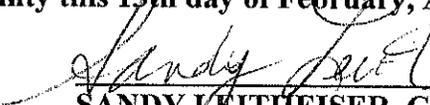
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1036 B-CA	See Attached Map	\$2,750.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

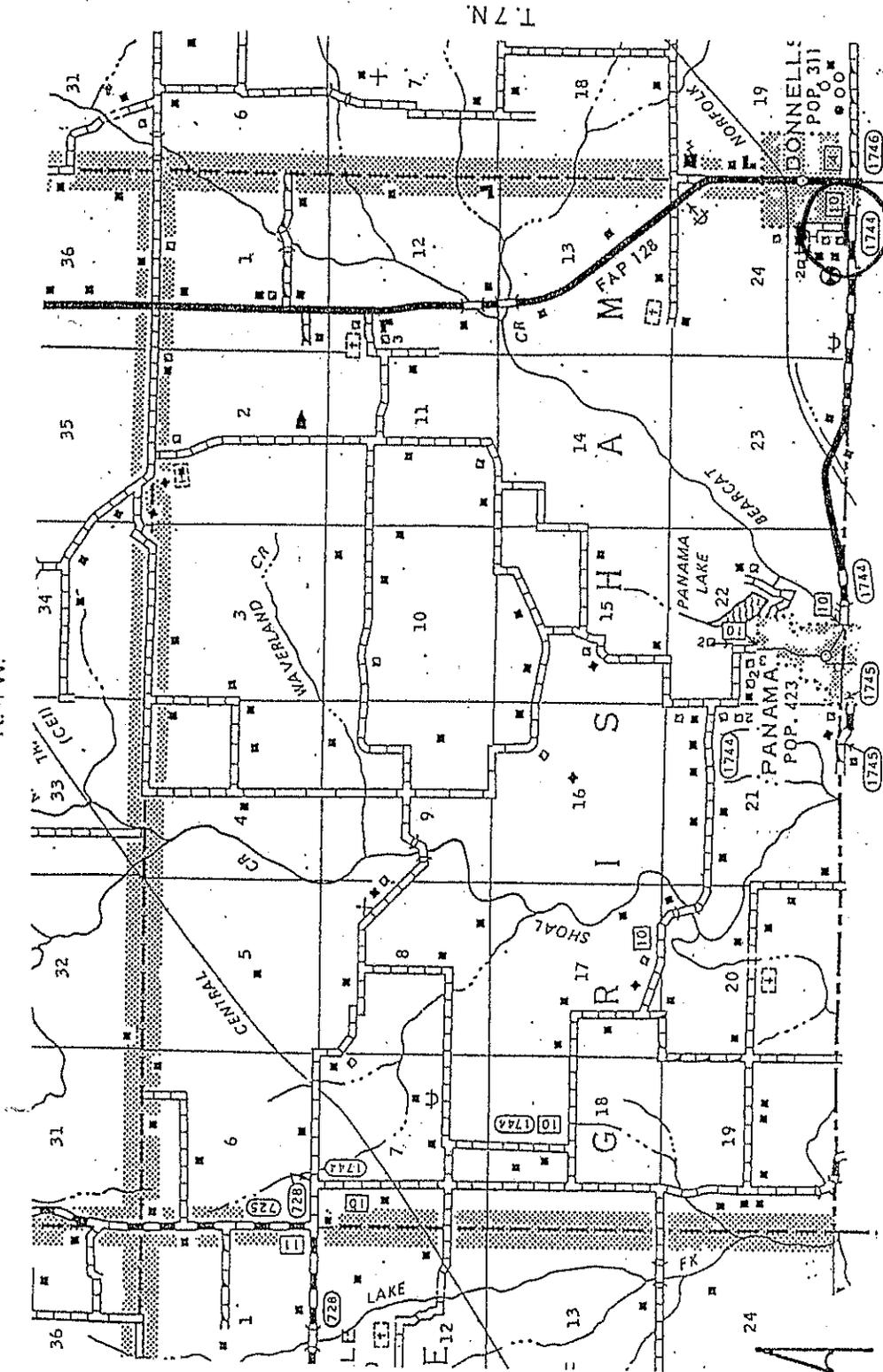
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

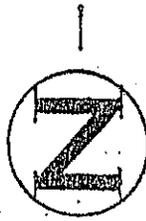
COST BREAKDOWN:
Montgomery County 100%

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

R. 4 W.



Intersection
with Mary St.



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 09-07**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#11 (Walshville Trail)(Hillsboro Twp.) Sec. 15**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$4,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

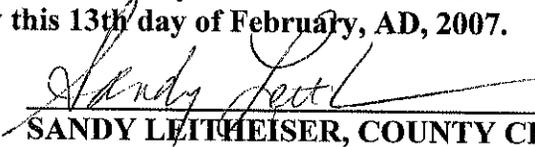
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1037 B-CA Location A	See Attached Map	\$4,500.00

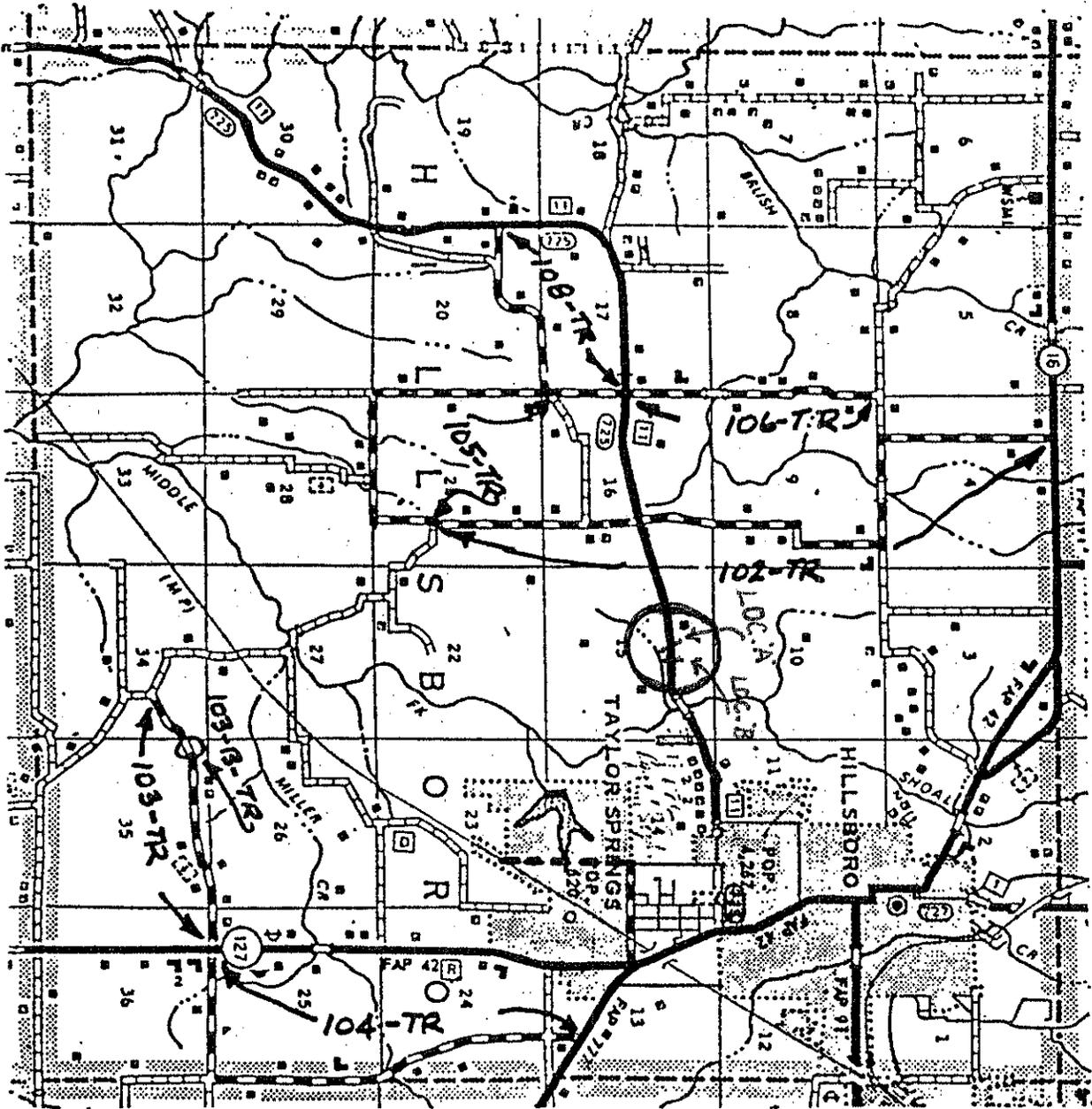
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

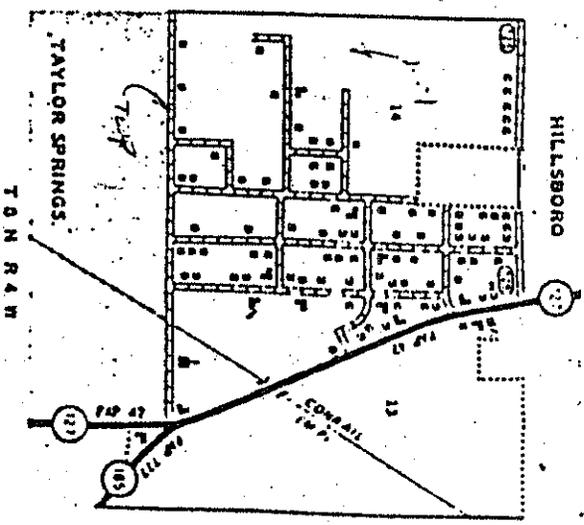
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



HILLSBORO
Township
Montgomery County
R-4W, T-8N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 10-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#11 (Walshville Trail)(Hillsboro Twp.) Sec. 15**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$4,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1037 B-CA Location B	See Attached Map	\$4,000.00

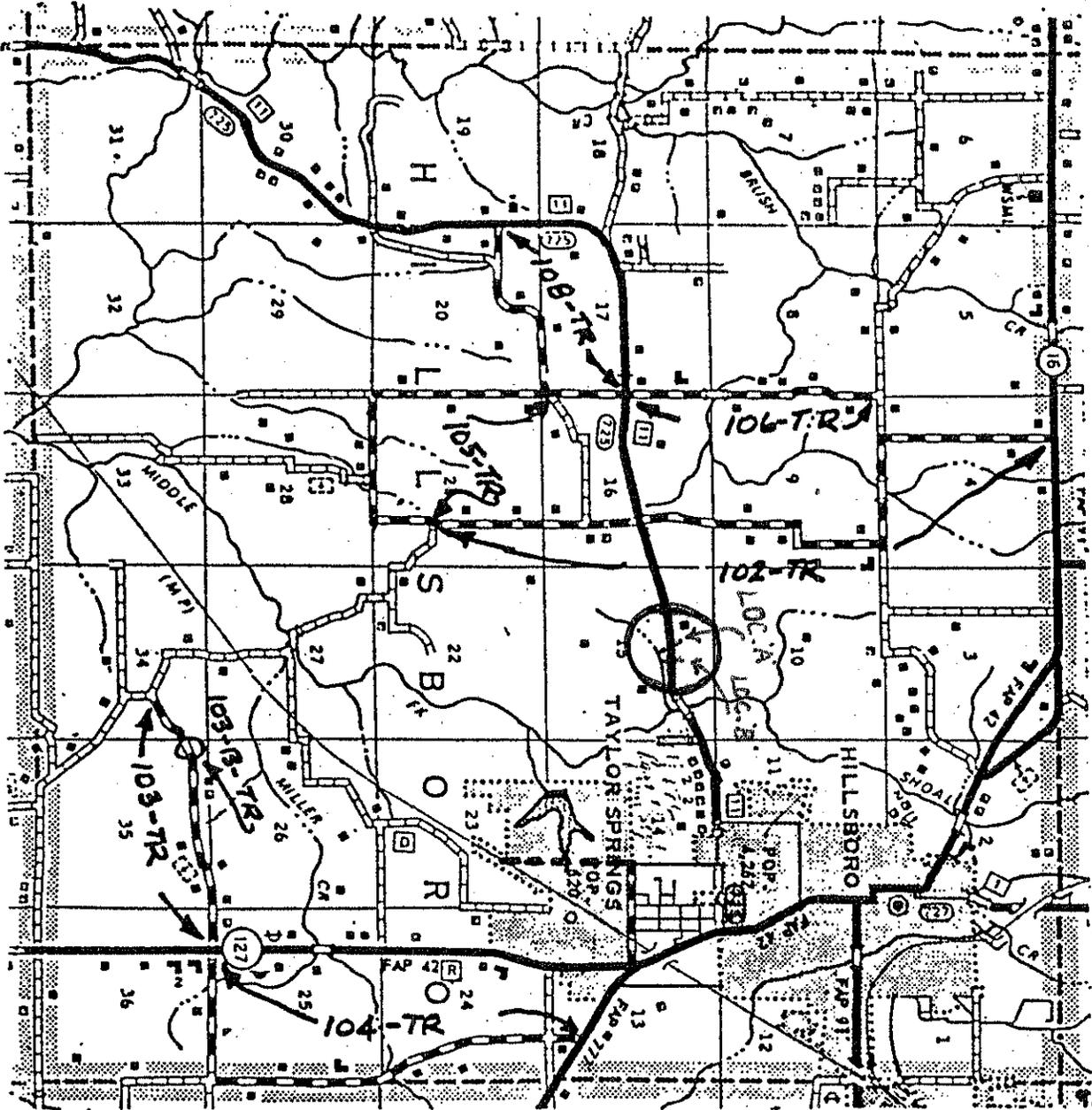
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

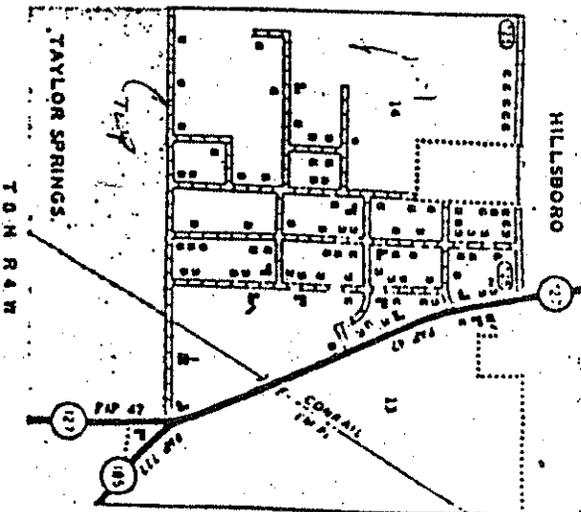
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



HILLSBORO
Township
Montgomery County
R-4W, T-8N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 11-07**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#21 (Sorento Avenue)(Walshville Twp.) Sec. 36**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,300.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

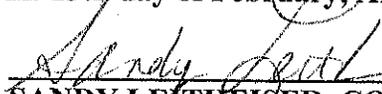
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1038 B-CA Location A	See Attached Map	\$3,300.00

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

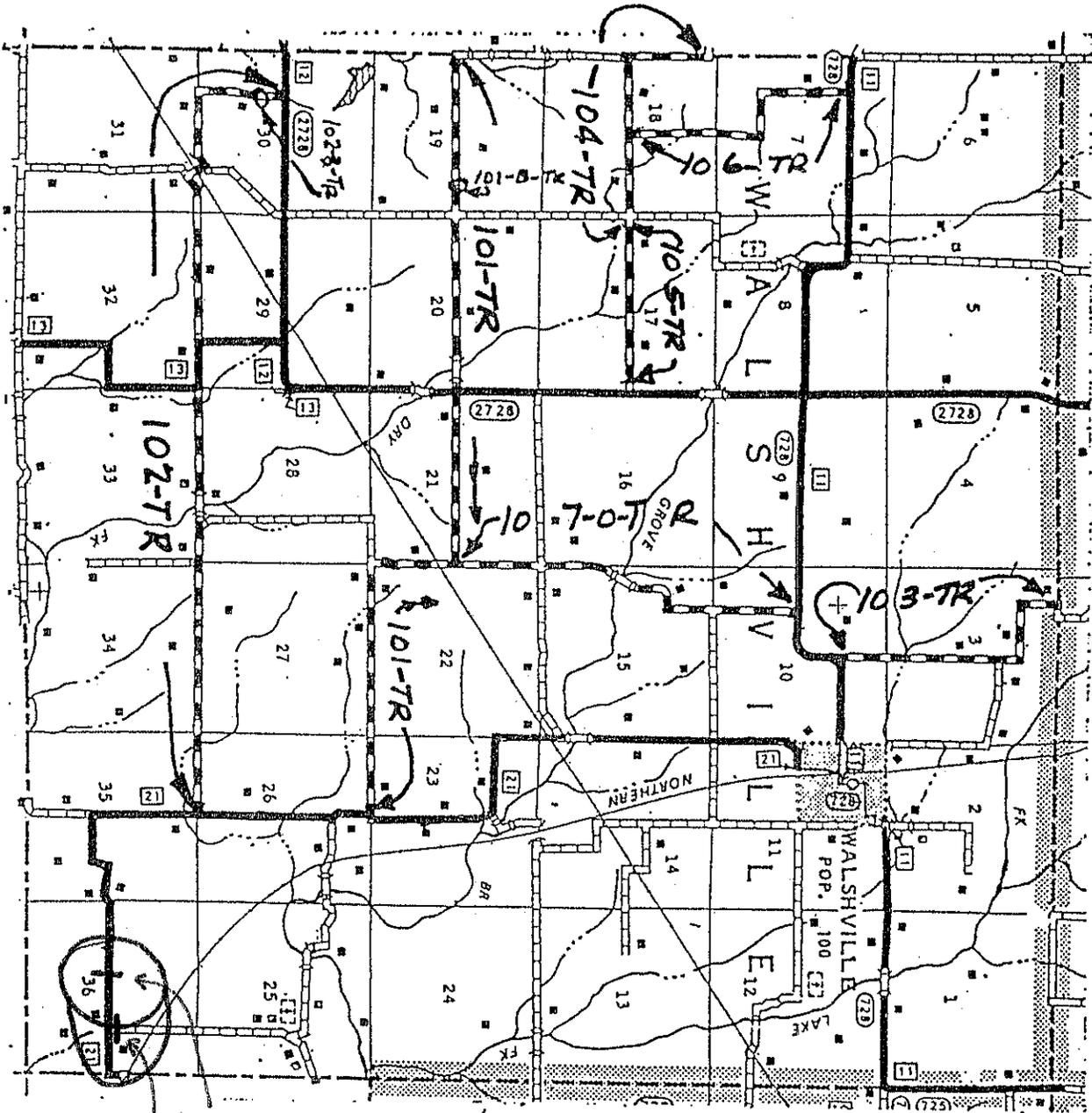
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

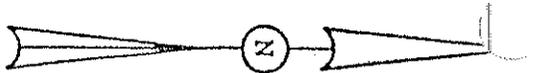
COST BREAKDOWN:

Montgomery County 100%



LOCATION 'A'
 LOCATION 'B'

WALSHVILLE
 Township
 Montgomery County
 R-5W, T-7N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 12-07**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#21 (Sorento Avenue at Singer Trail)(Walshville Twp.) Sec. 36**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

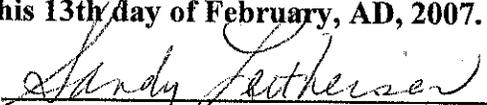
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1038 B-CA Location B	See Attached Map	\$3,500.00

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

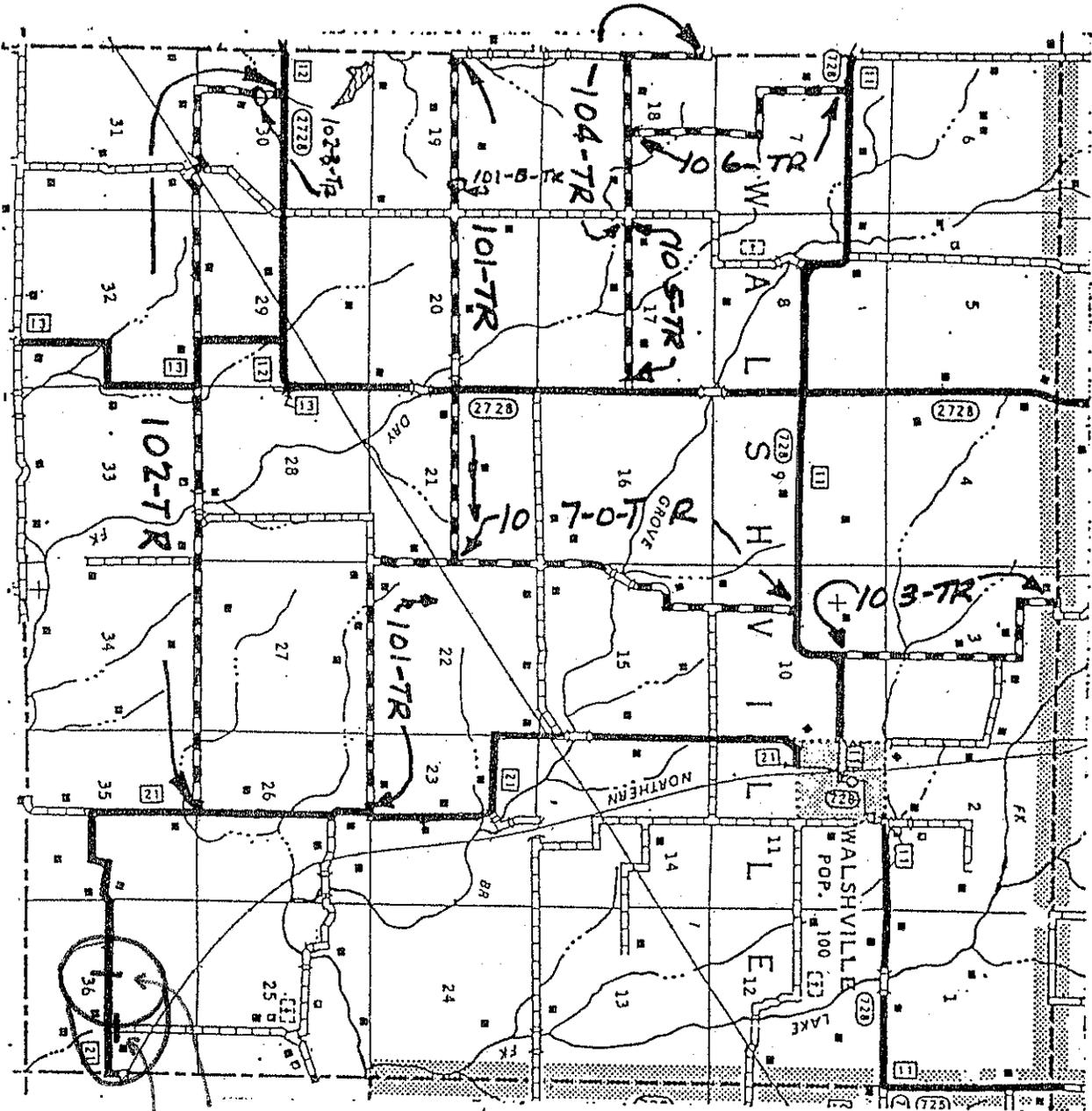
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

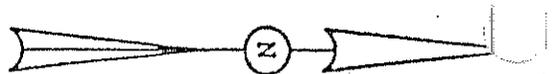
COST BREAKDOWN:

Montgomery County 100%



LOCATION 'A'
LOCATION 'B'

WALSHVILLE
Township
Montgomery County
R-5W, T-7N



Municipality Farmersville	LOCAL AGENCY	 Illinois Department of Transportation BOOK 7 PAGE 27 Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Allen Henderson & Associates, Inc.
Township				Address 907 South 4 th Street
County Montgomery				City Springfield
Section 07-00125-01-RS				State Illinois

THIS AGREEMENT is made and entered into this 13th day of Feb, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name F.A.S. 732 (C.H. 17) Farmersville Overpass

Route F.A.S. 732 Length ±1.04 Mi. ±5500 FT (Structure No. _____)

Termini Project begins at a point near the N.W. corner of the S.W. ¼ of Section 33 at the west edge of Farmersville and continues easterly into Section 34 T. 12N., R. 5W., of the 3rd P.M.

Description:

The project consists of hot mix asphalt overlay of the existing pavement and shoulders and the removal and replacement of existing median and curb and gutter and other incidental items of roadway work.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1a, 1g, 1i, 1k, of the ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The total cost of services to be rendered by THE ENGINEER shall not exceed \$19,921.44 providing the scope of the project does not change.

Grade Classification of Employees	Hourly Rate
Senior Civil Engineer	82.96
Civil Engineer	47.44
Senior CADD Tech	52.71
Rodmen	21.96
Clerical	41.17

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until December 31, 2007. In event the services of the ENGINEER extend beyond December 31 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Sandy Leithner
Montgomery County Clerk
(Seal)

By [Signature]
Title County Board Chairman

Executed by the ENGINEER:

ATTEST:

By Christopher D. Fickler
Title Vice-President

By [Signature]
Title President

Approved

Date
Department of Transportation

Regional Engineer

RESOLUTION NO. 07-01

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

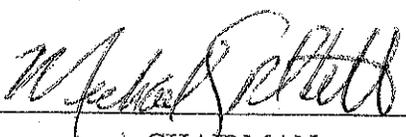
Parcel Index # 08-100-306-50

as described in Certificate No. 83 sold December 23, 2002.

WHEREAS, a public auction was held September 30, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

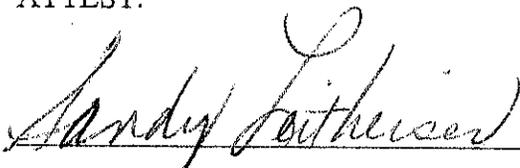
NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13th day of February, 2007.



 CHAIRMAN

ATTEST:



 Clerk of the Board

Permanent Index No.: 08-100-306-50

**ATTACHMENT
LEGAL DESCRIPTION**

Part of the Southwest Quarter of the Northwest Quarter of Section Seventeen Hillsboro township a tract of land described as follows: Beginning at the Southwest Corner of said Quarter Section thence East Sixty-six feet running on the South line of said Quarter Section thence North running parallel with the West line of said Quarter Section, Three hundred-thirty feet (330) to the Point of Beginning, thence North Sixty-three (63) feet, thence East One hundred Seventy-six (176) feet, thence South Sixty-three (63) feet, thence West One hundred Seventy-six (176) feet to the Point of Beginning, situated in Montgomery County State of Illinois. 16-17-152-009

200700037776
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
02-14-2007 At 08:28 am.
QUIT CLAIM 29.00
OR Book 1180 Page 288 - 290
Instrument Book Page
200700037776 OR 1180 288

DEED

Return Deed &
Mail Tax Statement To:

Tim Carpenter and Kris Carpenter
35 Arts Lane
Hillsboro, IL 62049

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

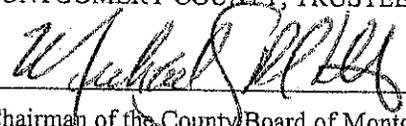
Permanent Index No.: 08-100-306-50

Grantee to assume payment of the taxes for the year 2007 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 HAVERA, Chairman of the County Board of County, Illinois, on the 13th day of February, 2007.

ATTEST:

County Clerk of Montgomery County, Illinois

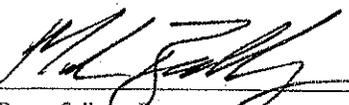
MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

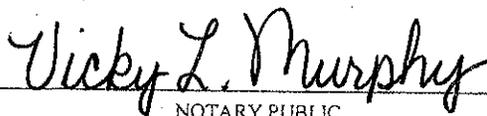
STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

Given under my hand and notarial seal, this 13th day of February, 2007.

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


Buyer, Seller or Representative


NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



Permanent Index No.: 08-100-306-50

**ATTACHMENT
LEGAL DESCRIPTION**

Part of the Southwest Quarter of the Northwest Quarter of Section Seventeen Hillsboro township a tract of land described as follows: Beginning at the Southwest Corner of said Quarter Section thence East Sixty-six feet running on the South line of said Quarter Section thence North running parallel with the West line of said Quarter Section, Three hundred-thirty feet (330) to the Point of Beginning, thence North Sixty-three (63) feet, thence East One hundred Seventy-six (176) feet, thence South Sixty-three (63) feet, thence West One hundred Seventy-six (176) feet to the Point of Beginning, situated in Montgomery County State of Illinois.16-17-152-009

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

PLAT ACT - AFFIDAVIT

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

Instrument Book Page 200700037776 OR 1180 290

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

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

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

Affiant Signature (Handwritten Signature)

Subscribed and Sworn to before me this 23 day of January, 2007.

Notary Public (Handwritten Signature)



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

Affiant Signature

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT

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

January 30, 2007

Ronald Jenkins
Montgomery County Courthouse
County Treasures Office
#1 Courthouse Square
Hillsboro, IL 62049

RE: Parcel No. 04-001-256-00

Dear Ron:

Regards to parcel 04-001-256-00 the cost of purchase would be:

Minimum Agent fee	250.00
Revolving Fund	245.62
Recording fee	39.00
	<hr/>
	\$ 534.62

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

MB/pf

Municipality Mile NW of Raymond	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	Name McDonough-Whitlow, P.C.
Township Raymond			Address 138 E. Wood Street
County Montgomerv			City Hillsboro
Section 07-13122-00-BR			State Illinois

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

Section Description

Name T.R. 81 over West Fork of Shoal Creek

Route T.R. 81 Length 0.09 Mi. 450.00 FT (Structure No. 068-3082 Ex.)

Termini A point near the N.W. corner of the N.W. Quarter of Section 7, T. 10N., R. 4W. of the 3rd P.M.

Description:
 The replacement of an existing single span steel beam bridge with a new precast prestressed concrete deck beam bridge.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to Ten (10%) percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

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

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

2. To pay for services stipulated in paragraphs 1c & 1h of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as ~~material cost plus payrolls, insurance, social security and retirement deductions~~ direct salary. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1c & 1h. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

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

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

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

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

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

Executed by the LA:

ATTEST:
By [Signature]
Montgomery County Clerk
(Seal)

Montgomery County of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board Chairman
By [Signature]
Title Chairman of County Board

Executed by the ENGINEER:

ATTEST:
By _____
Title _____

McDonough-Whitlow, P.C.
138 E. Wood Street
Hillsboro, Illinois 62049
By [Signature]
Title President

Approved

Date
Department of Transportation

Regional Engineer

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Hurst-Rosche Engineers, Inc.
Township			Address 1400 East Tremont Street
County Montgomery			City Hillsboro
Section 01-00124-00-125			State Illinois

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

Section Description

Line County Road No. 7 Road from Fillmore to Nokomis (Nokomis Road)

Route CH7 Length 14 Mi. _____ FT (Structure No. _____)

Termini _____

Description: Prepare a preliminary engineering report to analyze alternatives for improvements to the roadway including increasing the pavement thickness to allow 80,000 lbs- 16 load limits, evaluation from Unions Street to IL Rte 16, preliminary intersection study at CH2, analyze 2 substandard vertical curves, culvert inspection report, realignment evaluation at Knodle's Corner, prepare pavement design, preliminary estimate of cost, and set survey control for future work. Also determine approximate right of way requirements for each alternative.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Preliminary Development Report. We are not completing the project report with this contract, we are evaluating alternatives that will be included in the project report
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1c, 1g, 1h, 1i, 1j, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. Actual payroll times 2.80 multiplier for direct labor and 0.37 per mile for project related travel. Machine rental for pavement cores shall be \$200 per day. Total maximum cost shall not exceed \$74,935.00

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1d, 1e, & 1f, of the ENGINEER AGREES at actual cost of performing such work in accordance with the attached fee schedule.

Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

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

Monthly in accordance with the approved invoices. A monthly report documenting the percentage of work completed shall accompany each invoice.

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 10 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:
By Sandy Latherson
Montgomery County Clerk
(Seal)

By Michael Speltz
Title County Board Chairman

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

ATTEST:
By _____
Title Donna J. Yeske, Asst. Corp. Secretary

By [Signature]
Title Thomas E. Connor, President

<p>Authorized MFT Expenditure</p> <p>_____</p> <p>Date</p> <p>Department of Transportation</p> <p>_____</p> <p>Regional Engineer</p>

Fee Schedule
Hurst-Rosche Engineers, Inc.
Effective January 1, 2007

CLASSIFICATION	HOURLY RATE*
Principal	\$ 149.00
Engineer IV	130.00
Engineer III	103.00
Engineer II	83.00
Engineer I	67.00
Architect IV	114.00
Architect III	93.00
Architect II	71.00
Architect I	57.00
Professional Land Surveyor IV	108.00
Professional Land Surveyor III	82.00
Engineering Technician V	84.00
Engineering Technician IV	72.00
Engineering Technician III	58.00
Engineering Technician II	52.00
Engineering Technician I	43.00
CADD Technician IV	63.00
CADD Technician III	53.00
CADD Technician II	44.00
CADD Technician I	35.00
Clerical	42.00
Survey Crew No. 1 (3-Man)	154.00
Survey Crew No. 2 (3-Man)	126.00
Survey Crew No. 3 (2-Man)	101.00
Survey Crew No. 4 (GPS)	112.00

Project-related travel is \$0.38 per mile. All other direct charges included a 15% handling fee.

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

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency MONTGOMERY COUNTY	State Contract XXX	Day Labor	Local Contract	RR Force Account
	Section 03-00122-00-BR	Fund Type BRP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-215-07	BRS-1746(107)				

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

Location

Local Name Chapman T Trail Route CH-9 Length 790 Feet
 Termini Bridge over the East Fork of Shoal Creek located approximately 1.5 miles northeast of Village of Coffeen.

Current Jurisdiction Montgomery County Existing Str. No 068-3018

Project Description

The proposed structure will consist of a three span precast prestressed concrete deck beam bridge.

Division of Cost

Type of Work	BRP	%	STATE MATCH	%	LA	%	Total
Participating Construction	488,000	(80)	122,000	(*)	0	(BAL)	610,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()	*	()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 488,000		\$ 122,000		\$		\$ 610,000

*20% NTE \$122,000 of State Matching Funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

- METHOD A---Lump Sum (95% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in Item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 95% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 95% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

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

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

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

THE STATE AGREES:

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

- (*) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

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

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

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

APPROVED

Signature: *Michael J. Blalock*
 Title: Montgomery County
County Board Chairperson/Mayor/Village President/etc.

Signature: *Sandy Lettkeiser, County Clerk*
 Date: 3/13/04

TIN Number: 37-600-1661

APPROVED

State of Illinois
 Department of Transportation

 Timothy W. Martin, Secretary

Date: _____

 Milton R. Sees, Director of Highways/Chief Engineer

 Ellen Schanzle-Haskins, Chief Counsel

 Ann L. Schneider, Director of Finance and Administration

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

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 14-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#7 (Burg Road)(South Fillmore Twp.) Sec. 14**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$6,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

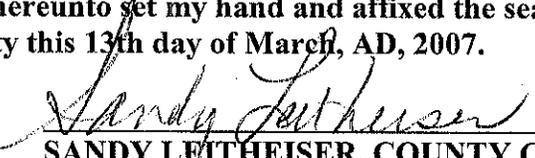
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1039 B-CA	See Attached Map	\$6,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

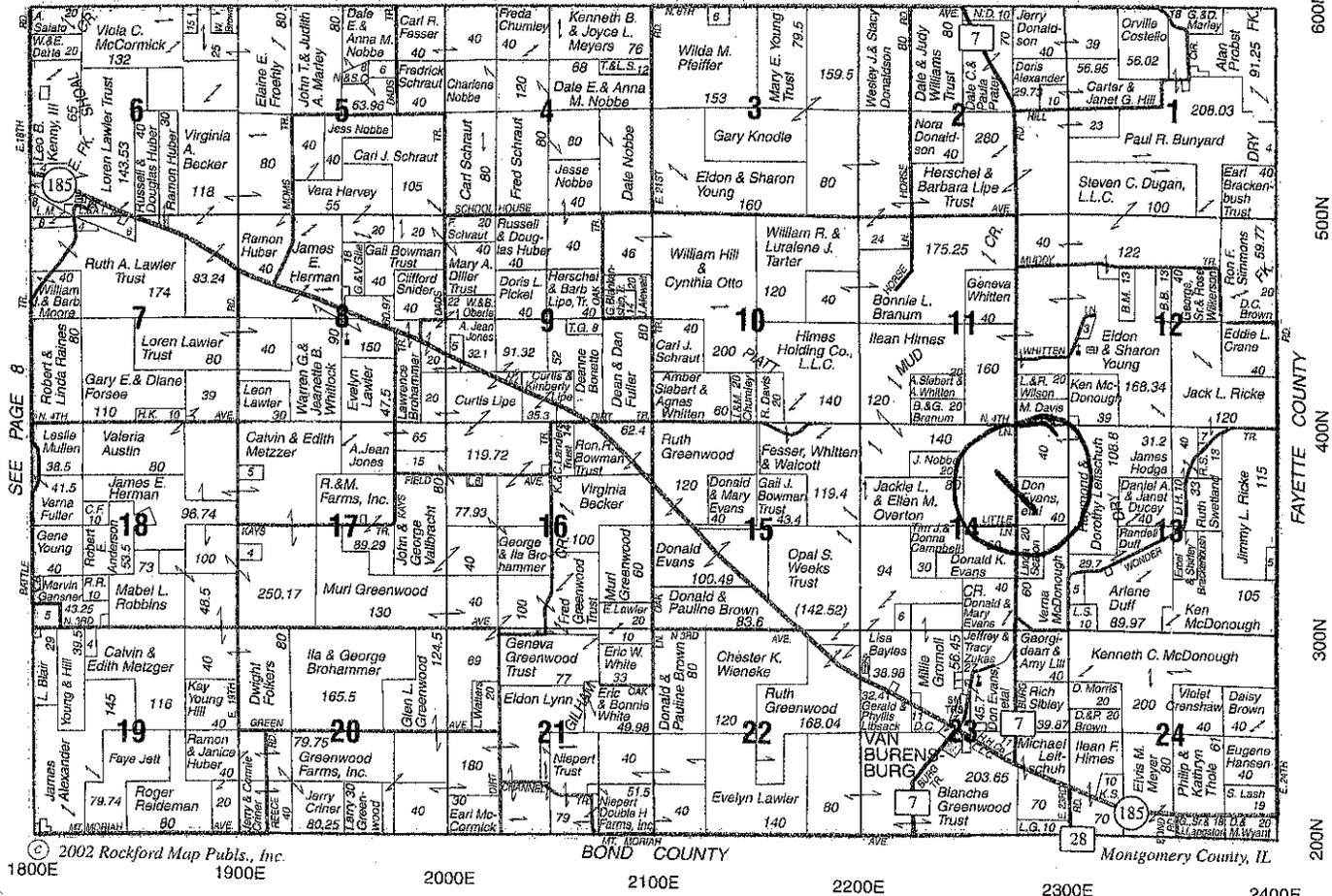

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

SOUTH FILLMORE

SEE PAGE 16

T.7N.-R.2W.



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 1800E 1900E 2000E 2100E 2200E 2300E 2400E
 BOND COUNTY Fayette County, IL Montgomery County, IL



1941 - 2001
 "SIXTY YEARS OF CONSERVATION EXCELLENCE"

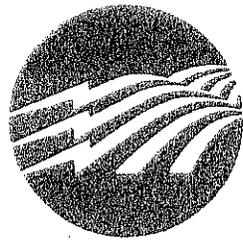
1621 Vandalia Road
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 Fax: (217) 532-7813
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**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 15-07**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#2 (Oconee Avenue)(Audubon Twp.) Sec. 24**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

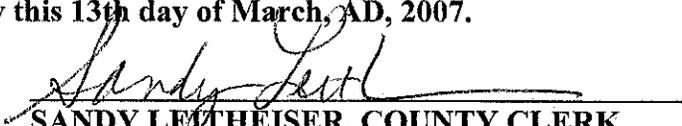
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1040 B-CA	See Attached Map	\$3,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 16-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#7 (Burg Road)(Fillmore Twp.) Sec. 26**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$6,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

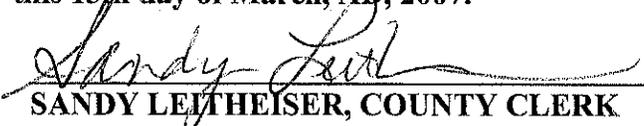
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1041 B-CA Location A & B	See Attached Map	\$6,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

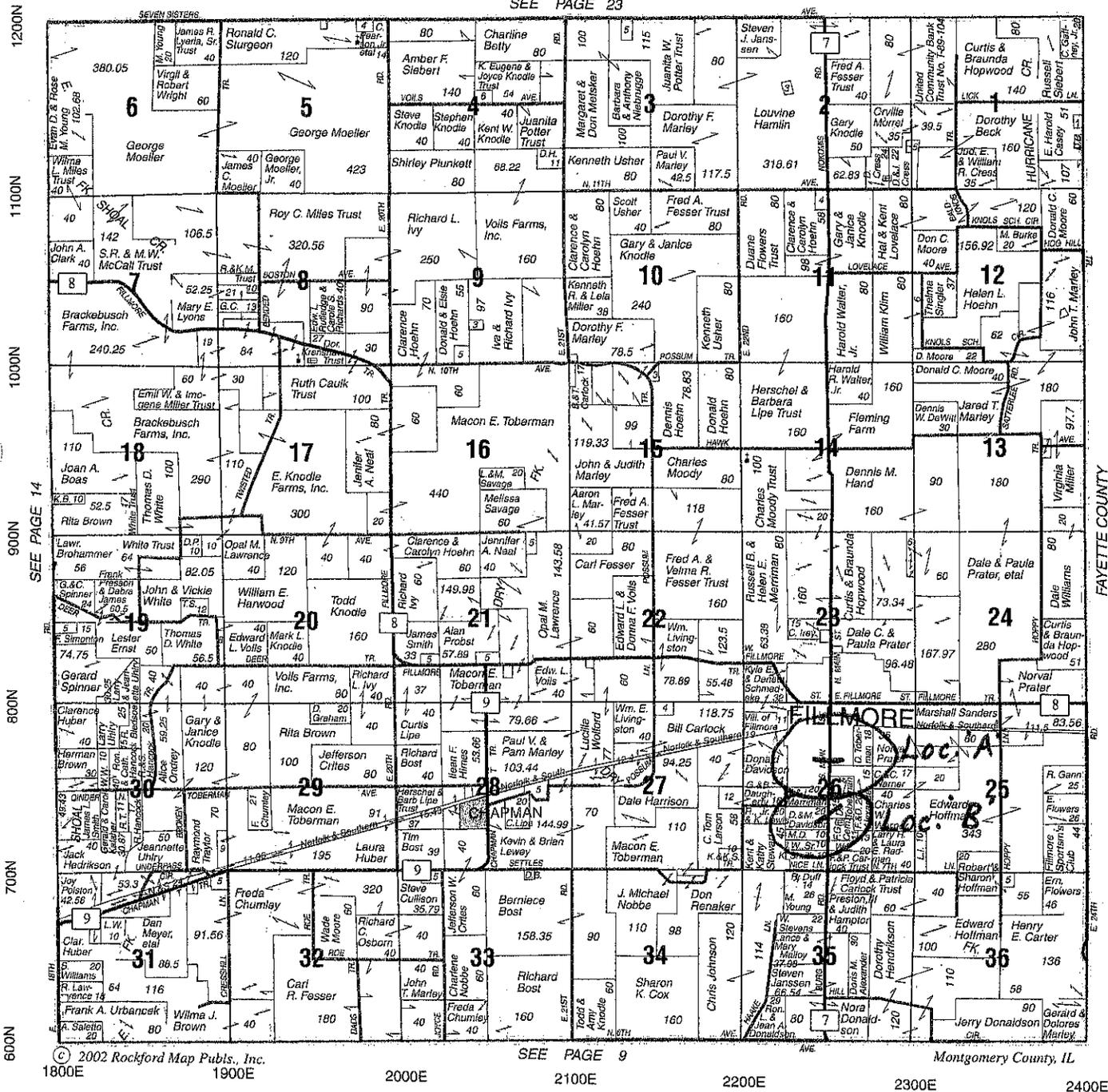
COST BREAKDOWN:

Montgomery County 100%

FILLMORE

T.8N.-R.2W.

SEE PAGE 23



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MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 17-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#1 (North Road)(Butler Grove Twp.) Sec. 35**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,750.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1042 B-CA	See Attached Map	\$3,750.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

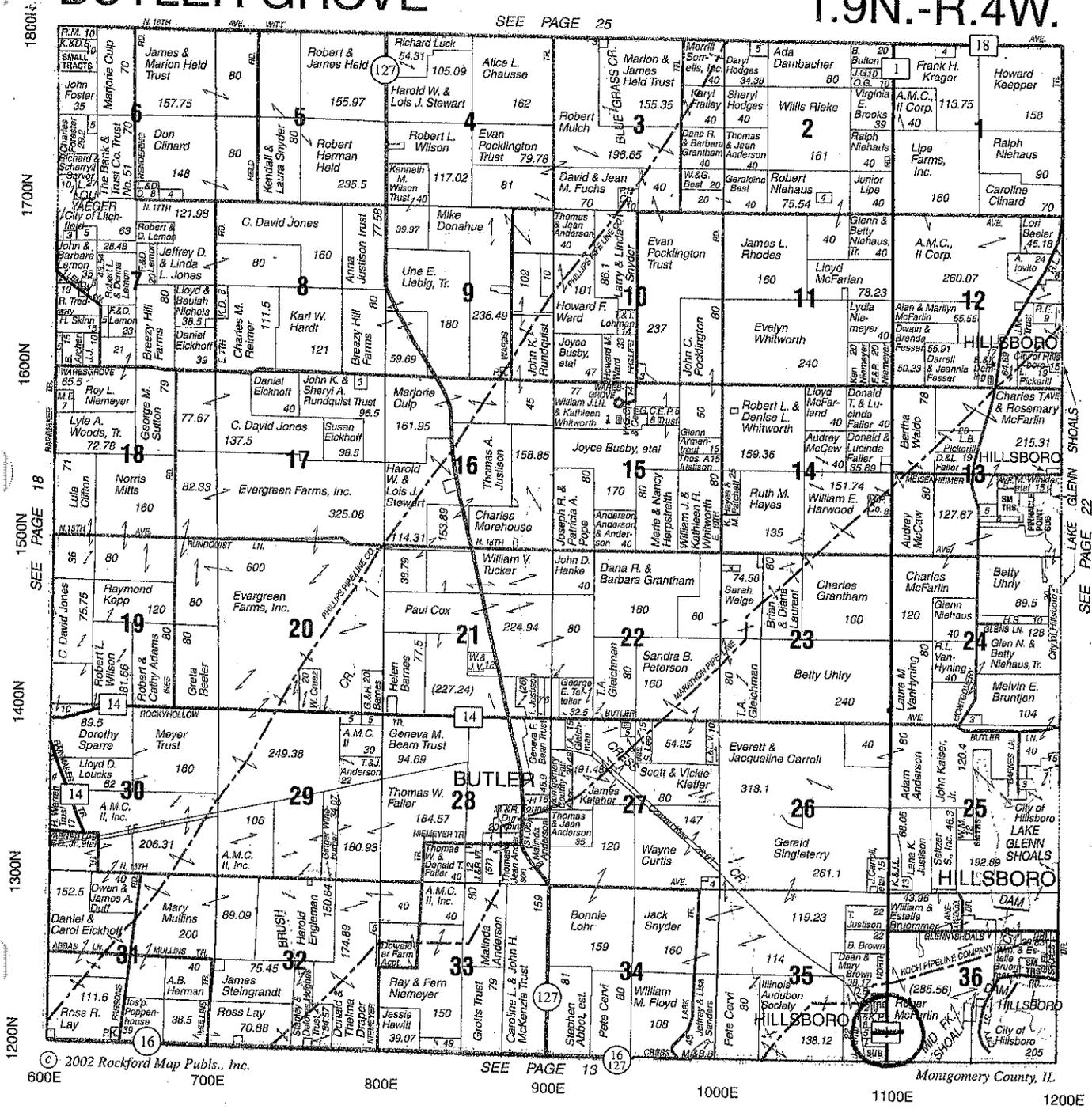

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

BUTLER GROVE

T.9N.-R.4W.

SEE PAGE 25



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SEE PAGE 13

Montgomery County, IL

THE MONTGOMERY MUTUAL INSURANCE COMPANY

Phone:
(217) 532-6107

Norman A. Rosentreter, President
William H. Dorsey, Vice President
Andrew A. Rosentreter, Secretary-Treasurer



1133 Vandalia Road

Hillsboro, Illinois 62049

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
 RESOLUTION # 18-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
 PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
 #10 (Longbridge Trail)(Grisham Twp.) Sec. 21**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,750.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

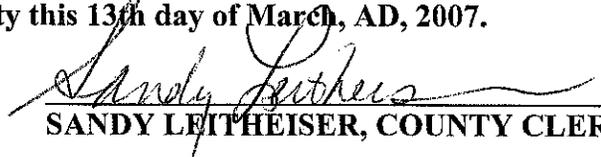
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1043 B-CA	See Attached Map	\$1,750.00

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

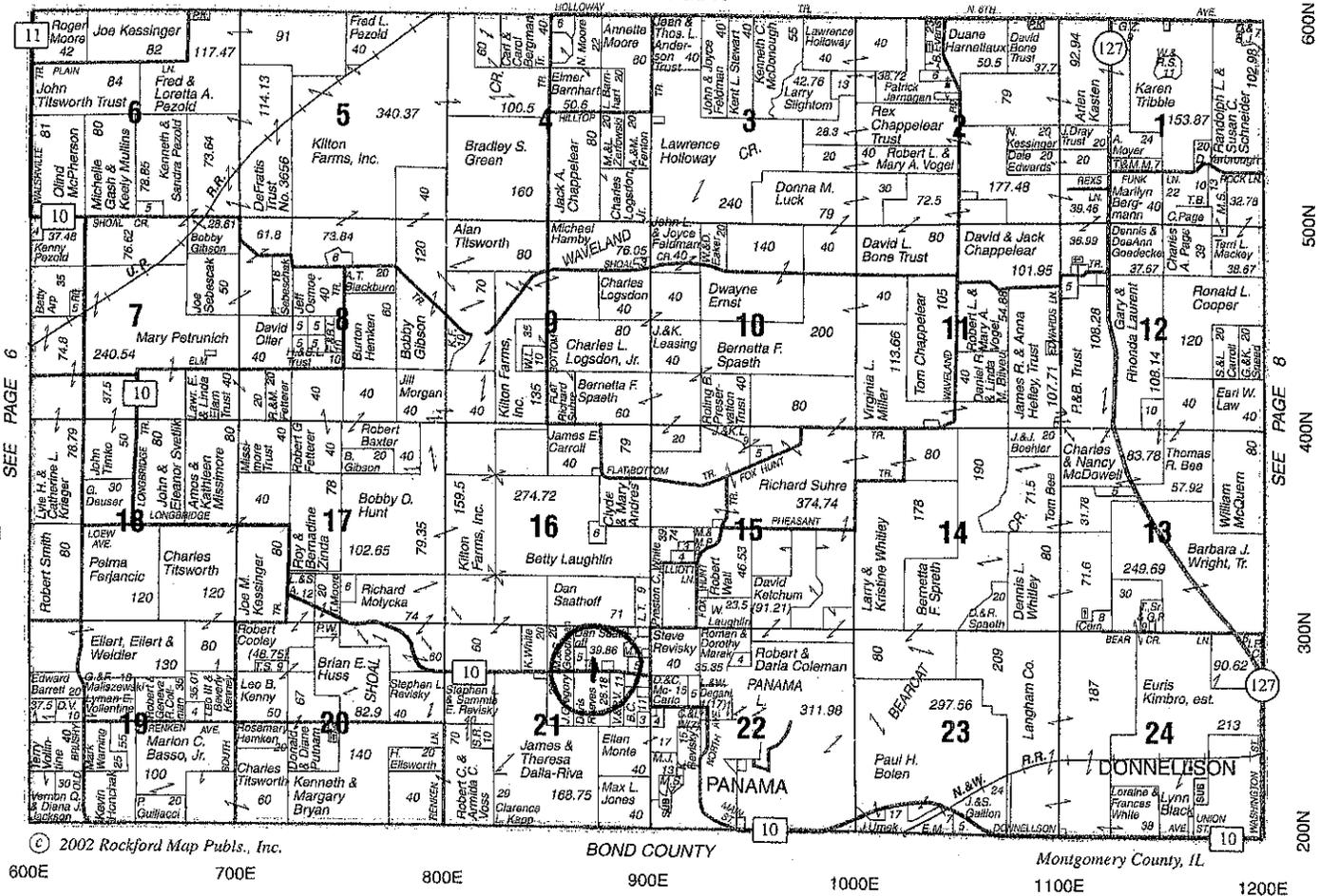
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.


 SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
 Montgomery County 100%

SEE PAGE 13



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600E 700E 800E 900E 1000E 1100E 1200E

Pipeline information shown on the township maps supplied by the Montgomery County Farm Bureau. Rockford Map Publishers and the Montgomery County Farm Bureau accept no liability for the accuracy of the information shown.

The users of this plat book should verify the presence or absence of pipelines and the location of those pipelines by reference to official sources, verified observations, information available from companies responsible for the pipelines, and other reliable means but should not rely upon pipeline information contained herein. Prior to any digging or for more detailed information contact JULIE or the individual pipeline company.

Information may be obtained by calling JULIE at (800) 892-0123.

EMERGENCY PHONE NUMBERS

PIPELINE COMPANIES

1. Amer. C.I.P.S. (888) 789-2477
2. Explorer Pipe Line (918) 493-5100
3. Haskin Eng. Co. Inc. (314) 968-3656
4. Koch Pipeline Company LP (800) 666-0180
5. Illinois Power Co. (800) 892-0123
6. Marathon Pipe Line (800) 537-6644
7. Phillips Pipe Line (918) 336-5008
8. Shell (800) 634-4325
9. United City Gas (800) 556-5469

TELEPHONE COMPANIES

- ITT (800) 252-1133

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 19-07

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of EAST FORK of Montgomery County has agreed to pay an amount of \$2,750.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

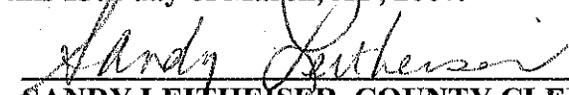
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
EAST FORK	1044 B-CA, Location A Fillmore Road West of Liquor Store Stockpile	See Attached Map	\$5,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
East Fork 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 20-07

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

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

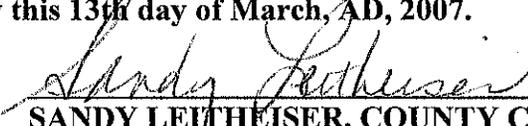
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	1045 B-CA, Location B E 8 th Road	See Attached Map	\$2,500.00

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

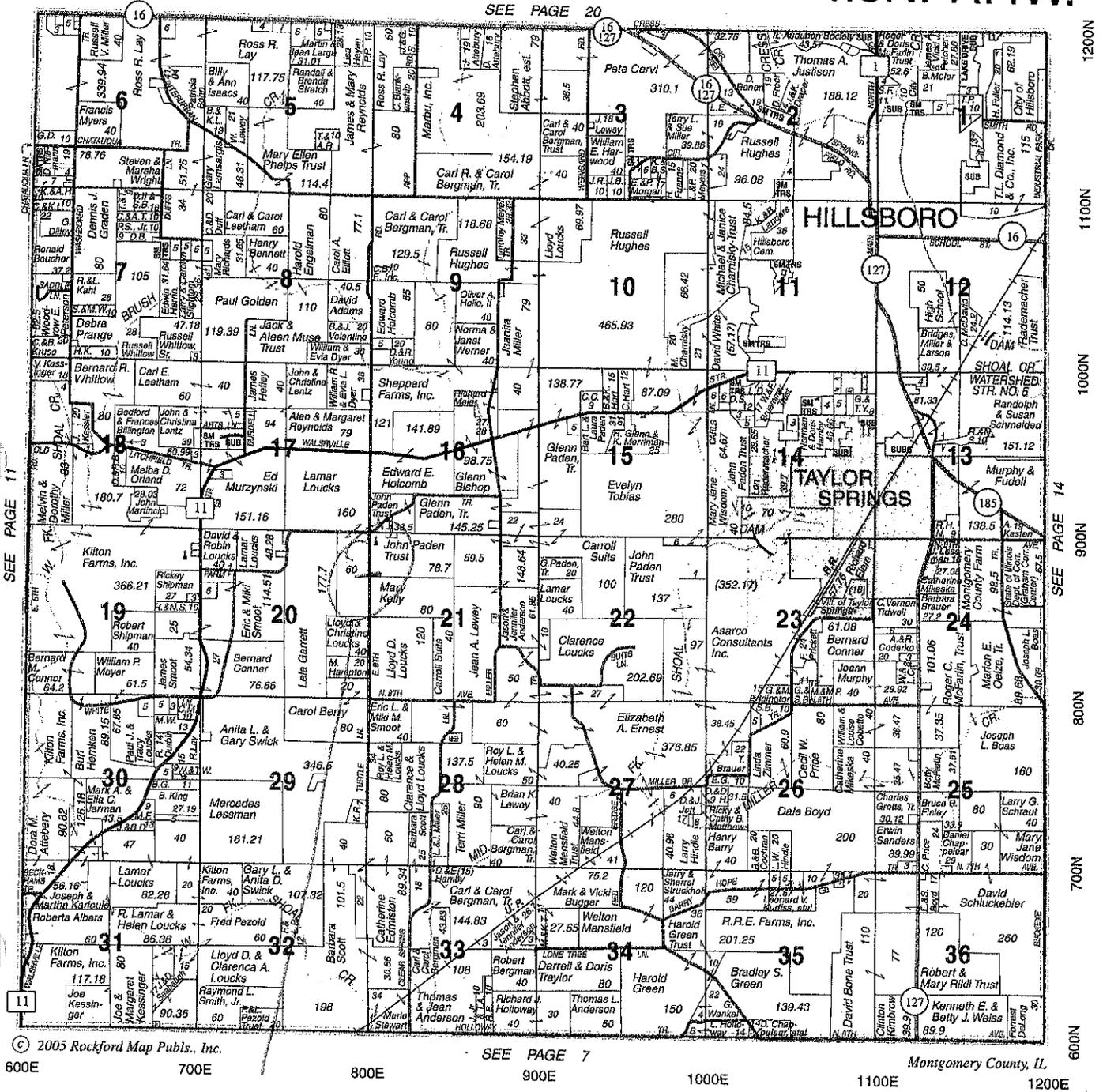
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Hillsboro 50%

SEE PAGE 20



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SEE PAGE 7

Montgomery County, IL

600E 700E 800E 900E 1000E 1100E 1200E

SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings

Wesley D. Spears

PHONE: (217) 532-3113 • FAX: (217) 532-3133

218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 21-07

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

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	1045 B-CA, Location C Barry-Hope Trail	See Attached Map	\$2,500.00

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

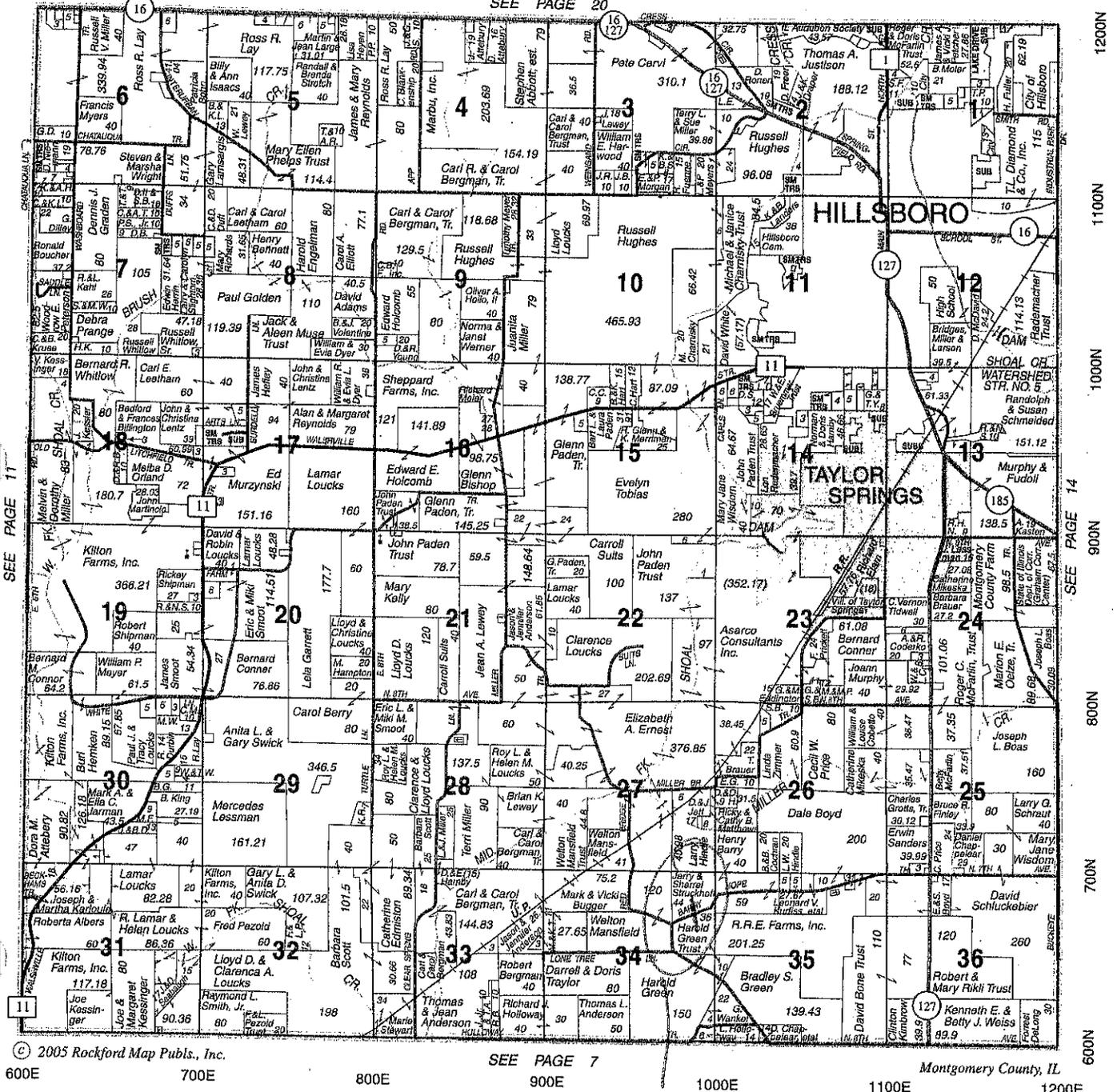
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Hillsboro 50%

SEE PAGE 20



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SEE PAGE 7

Montgomery County, IL

600E 700E 800E 900E 1000E 1100E 1200E

Location C

SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings

Wesley D. Spears

PHONE: (217) 532-3113 • FAX: (217) 532-3133

218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 22-07

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

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

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

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of \$1,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

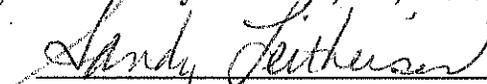
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	1046 B-CA, Location A E 18 th Road & N 23 rd Avenue	See Attached Map	\$2,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

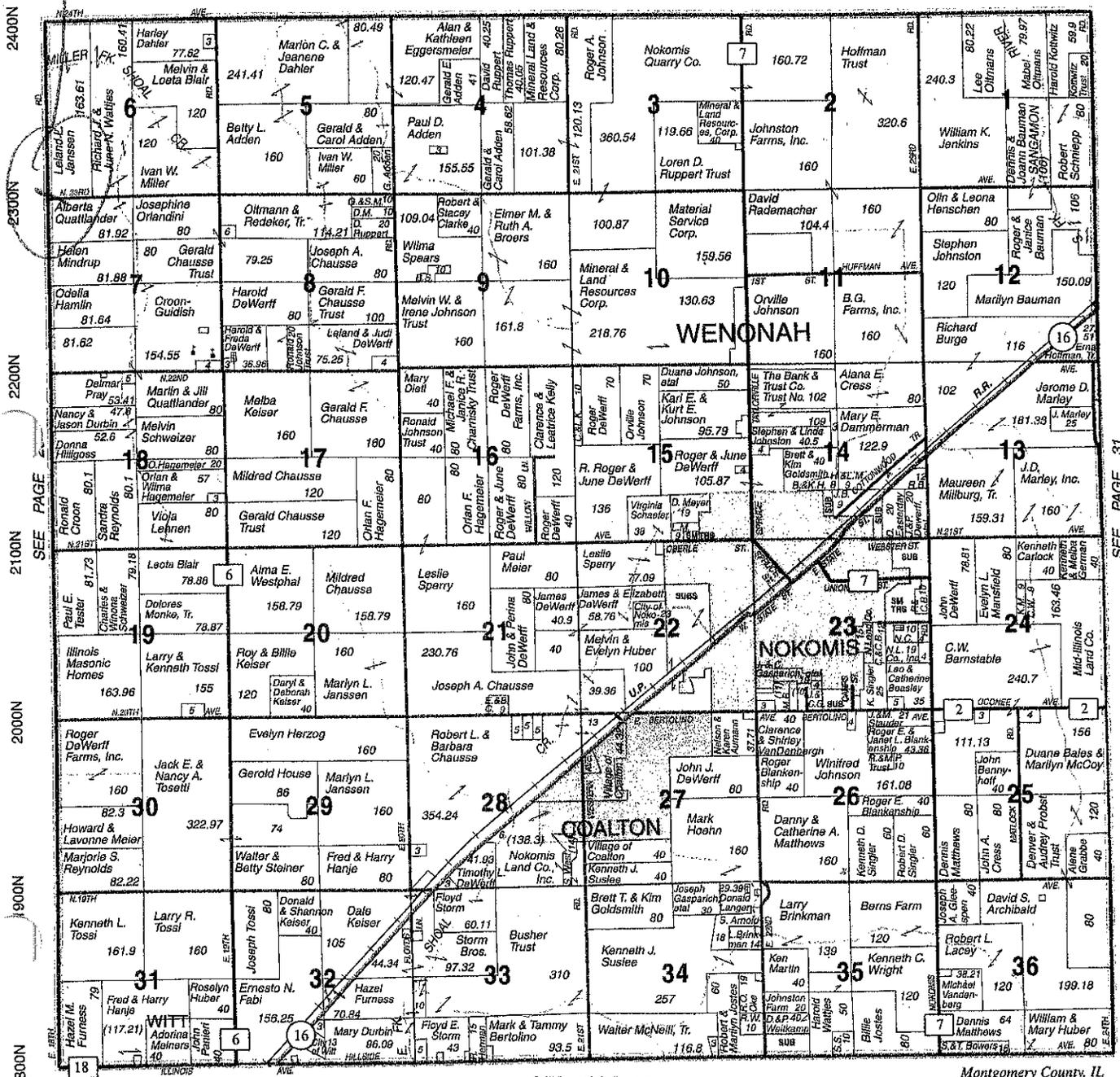

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Nokomis 50%

NOKOMIS

T.10N.-R.2W.

CHRISTIAN COUNTY



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SEE PAGE 23

Montgomery County, IL

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

SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings
Wesley D. Spears

PHONE: (217) 532-3113 • FAX: (217) 532-3133

218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

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

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

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

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$4,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

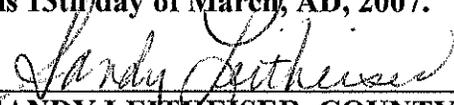
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	1047 B-CA, Location A McKinley Avenue	See Attached Map	\$9,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th/day of March, AD, 2007.

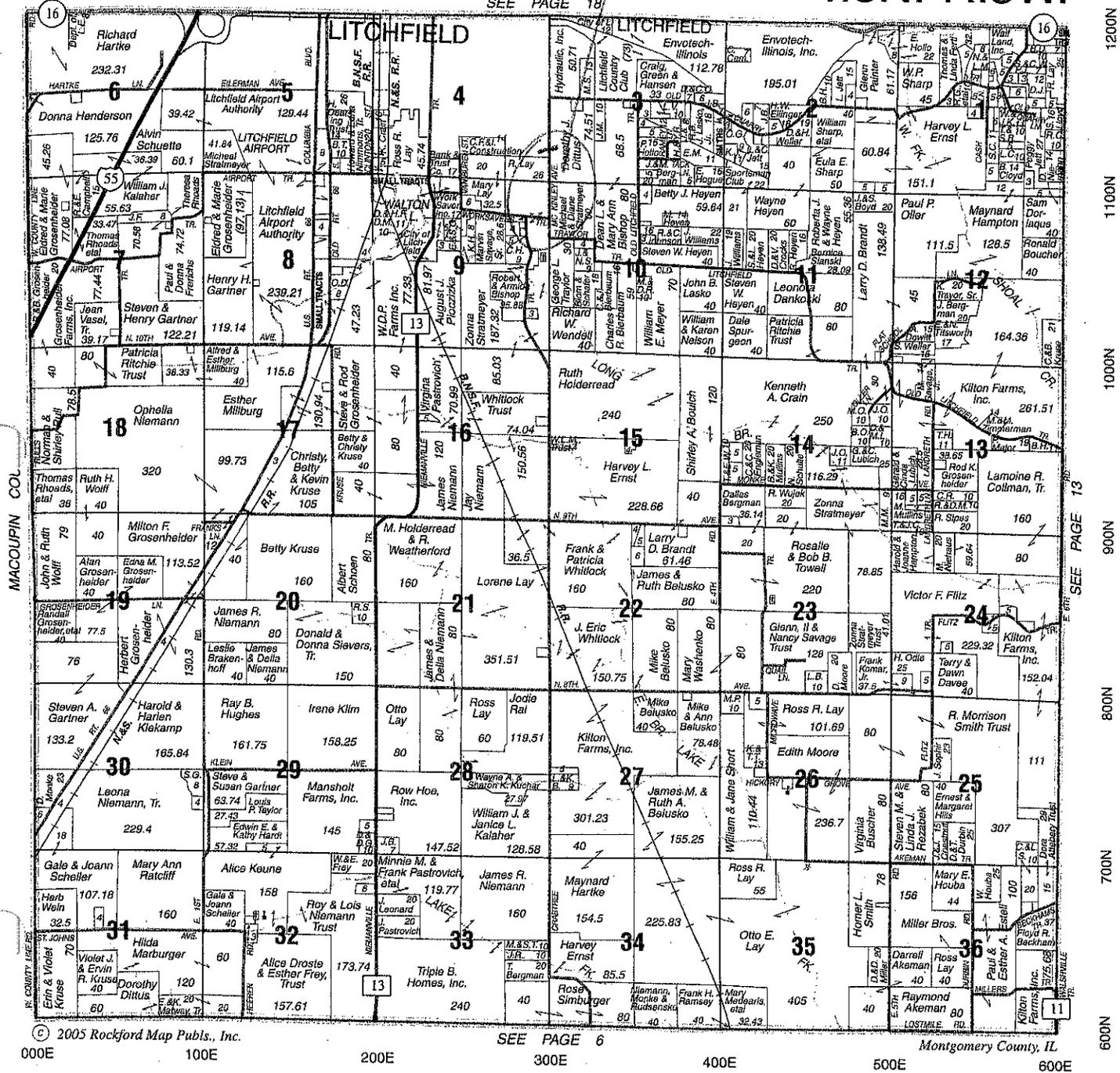

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
South Litchfield 50%

SOUTH LITCHFIELD

SEE PAGE 18

BOOK 7 PAGE 69
T.8N.-R.5W.



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SEE PAGE 6

Montgomery County, IL

000E 100E 200E 300E 400E 500E 600E

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

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MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 24-07

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

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

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

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

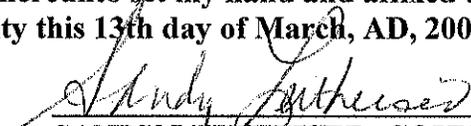
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	1048 B-CA, Location A E 19 th Road	See Attached Map	\$2,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

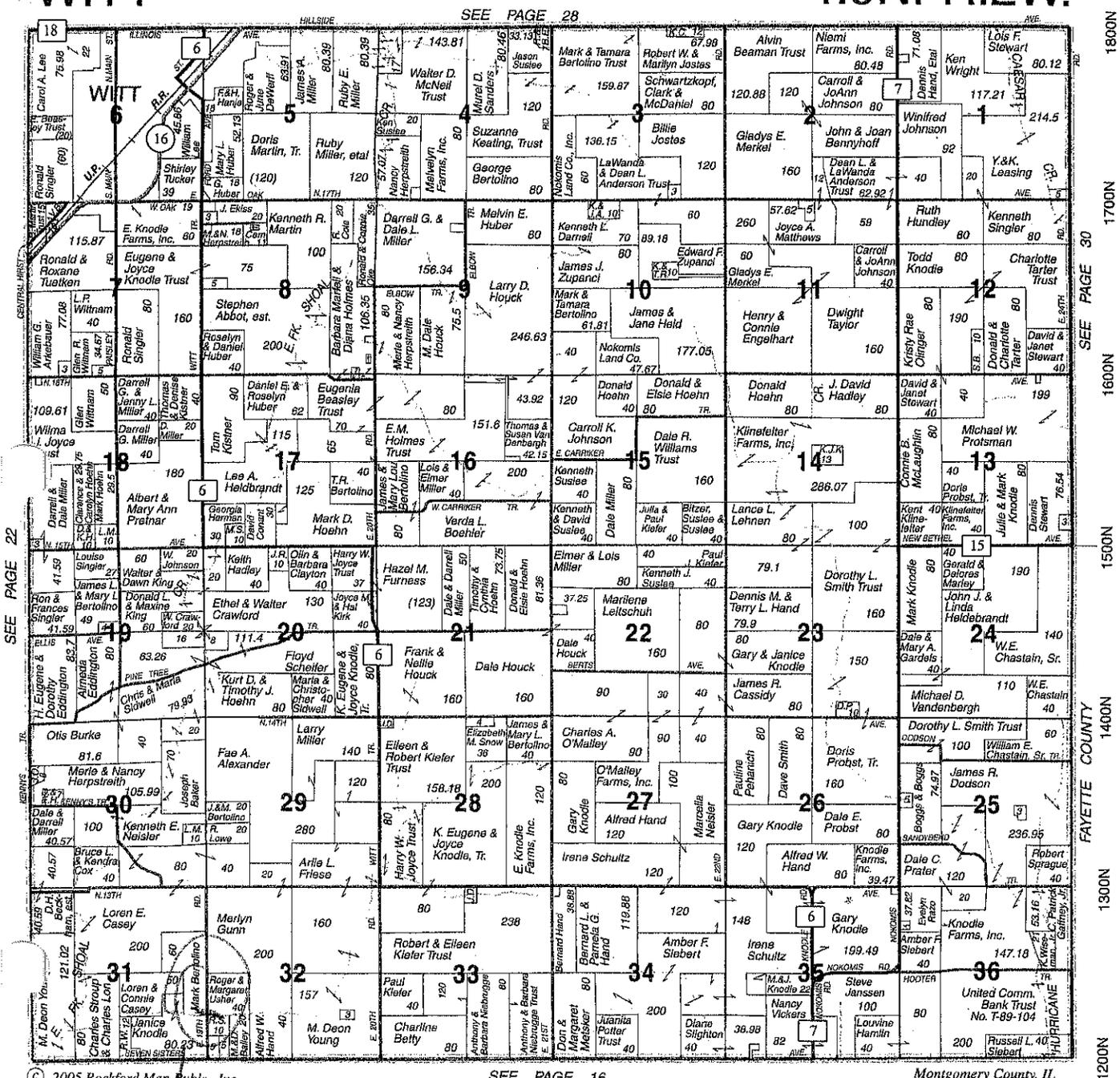

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Witt 50%

WITT

T.9N.-R.2W.

SEE PAGE 28



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SEE PAGE 16

Montgomery County, IL

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

Location A

Security National Bank

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 (217) 594-2221 or
 (800) 594-0242
 Fillmore, Illinois 62032
 (217) 538-2265



Irving, Illinois 62051
 (217) 533-4351
 Coffeen, Illinois 62017
 (217) 534-2351
 Toll Free: (888) 766-0610



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MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 25-07

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

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

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

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$5,750.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ZANESVILLE	1049 B-CA, Location A E 1st Road	See Attached Map	\$11,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

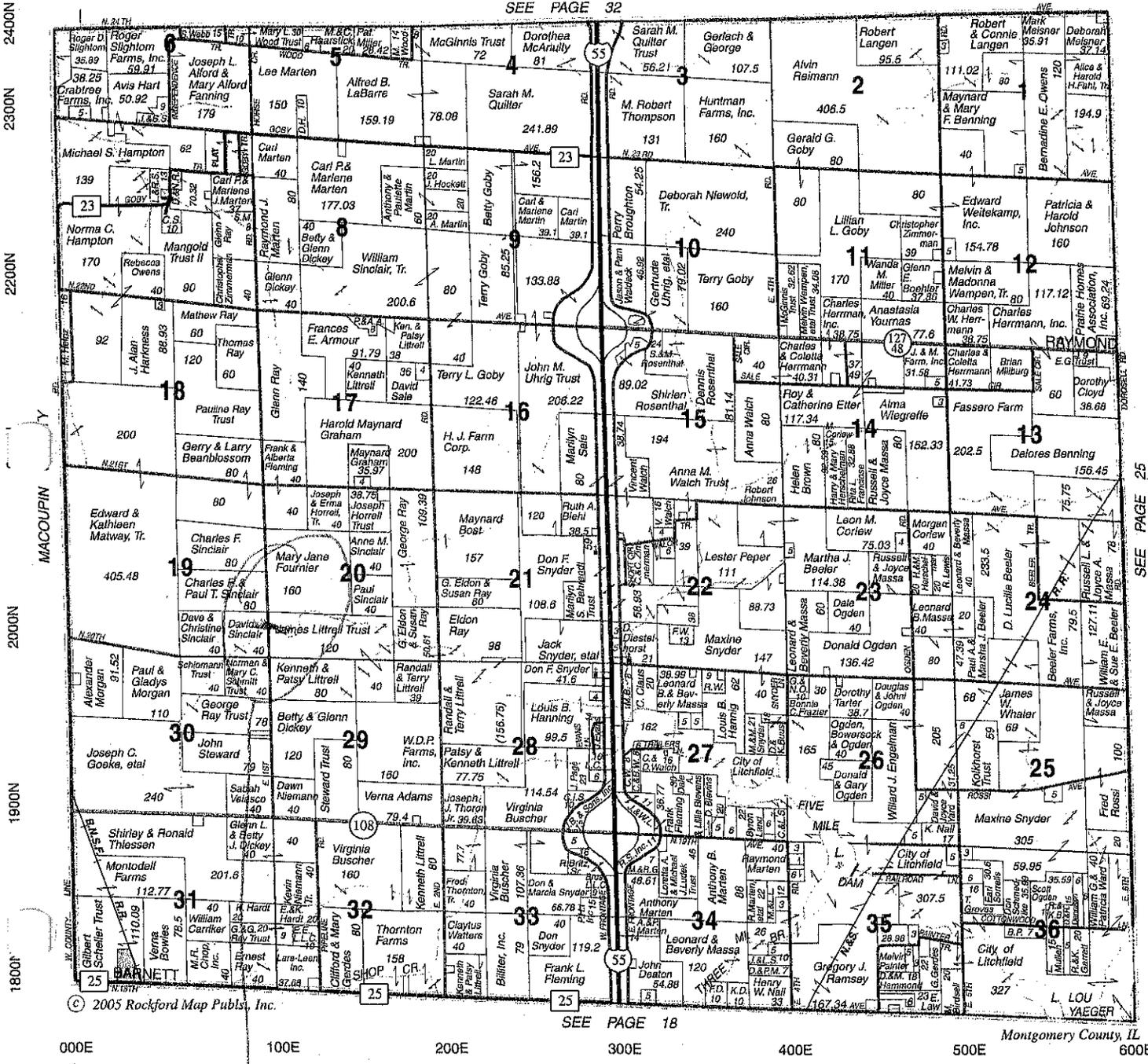

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Zanesville 50%

ZANESVILLE

T.10N.-R.5W.

SEE PAGE 32



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SEE PAGE 18

Montgomery County, IL

Cooperation A

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MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 26-07

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$4,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

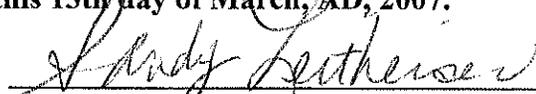
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	1045 B-CA, Location A N 8th Avenue	See Attached Map	\$9,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of March, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of March, AD, 2007.

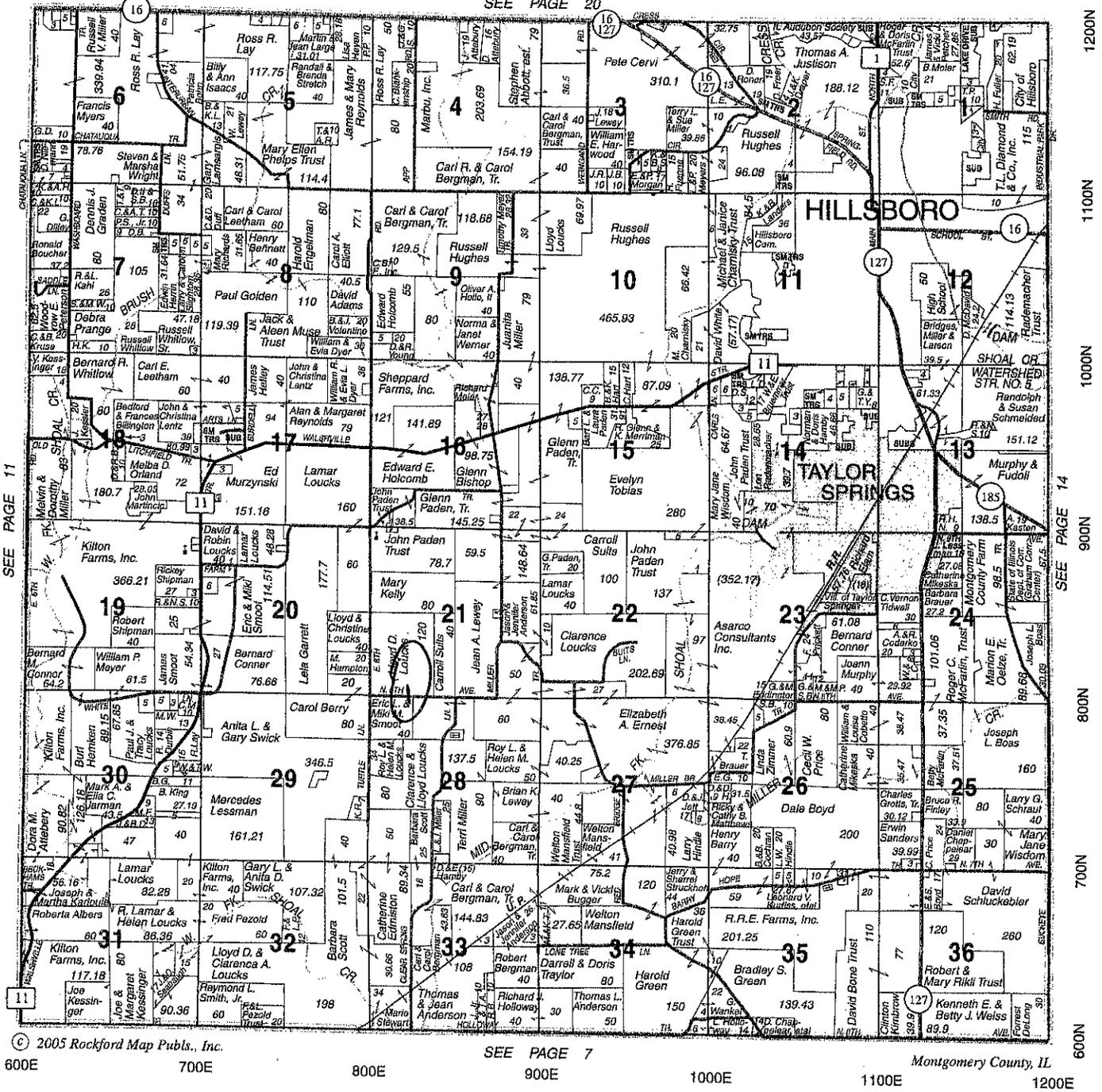

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Hillsboro 50%

HILLSBORO

T.8N.-R.4W.

SEE PAGE 20



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SEE PAGE 7

Montgomery County, IL

location # A

SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings
Wesley D. Spears

PHONE: (217) 532-3113 • FAX: (217) 532-3133

218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 27-07

**RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SUPPLUS PROPERTY PROGRAM**

(COUNTY OF MONTGOMERY
(STATE OF ILLINOIS

WHEREAS, Montgomery County Highway Department of Hillsboro, Illinois has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced safety or economic reasons; and

WHEREAS, Montgomery County Highway Department of Hillsboro, Illinois agrees to the following terms and conditions: to use the surplus property in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, Montgomery County Highway Department of Hillsboro, Illinois understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed.

THEREFORE, WE THE MONTGOMERY COUNTY BOARD of Montgomery County, Illinois do hereby consent and decree that Montgomery County Highway Department of Hillsboro, Illinois is authorized to participate in the State of Illinois Federal Surplus Property Program.

PASSED this 13th day of March, 2007.



Mike Plunkett, Montgomery County Board Chairman

ATTEST:



Sandy Leitheiser, Montgomery County Clerk

STATE OF ILLINOIS
FOURTH JUDICIAL CIRCUIT

IN THE MATTER OF THE APPOINTMENT)
OF CONFLICT PUBLIC DEFENDERS)
IN MONTGOMERY COUNTY, ILLINOIS)

ADMINISTRATIVE ORDER NO. 07-1

WHEREAS the Circuit Court has appointed Attorney Christopher B. Hantla, Attorney Stacey Hollo, Attorney Brett Batty, and Attorney Barbara Adams Conflict Public Defenders in Montgomery County, Illinois, with responsibility for each as listed below; and

WHEREAS the Chief Judge has administrative authority to establish the terms and conditions under which the Conflict Public Defenders in Montgomery County, Illinois, shall perform their duties of office.

WHEREFORE, IT IS HEREBY ORDERED that the terms and conditions under which the Conflict Public Defender in Montgomery County, Illinois, shall perform their duties of office are as follows:

I. DESCRIPTION OF SERVICES

1. Montgomery County shall have a licensed attorney (hereinafter referred to as "Primary Public Defender") other than the Conflict Public Defenders named herein; the Primary Public Defender shall be responsible to assume the representation of all persons whom the Circuit Court assigned to said Primary Public Defender pursuant to the laws of the State of Illinois, and the Conflict Public Defenders shall be assigned, pursuant to this Order and the laws of the State of Illinois, to represent only those persons who could not be represented by said Primary Public Defender by reason of conflict of interest

or potential conflict of interest, unless said Conflict Public Defenders are unable to represent such person by reason of conflict of interest or potential conflict of interest.

2. The Conflict Public Defenders shall assume the legal representation of all persons duly appointed to them by the Circuit Court at the commencement of this Order, and thereafter, of any and all persons appointed to them by the Circuit Court of Montgomery County, Illinois. In the event this Order is terminated or is not extended, the Conflict Public Defenders shall have no further responsibility for persons represented by them as of the termination date of this Order, unless specifically appointed to continue representation by the Circuit Court.

3. The order of appointment for criminal and traffic cases is as follows: Christopher Hantla, Brett Batty, Stacey Hollo and Barbara Adams. The appointments shall rotate. The order of appointment for juvenile cases is as follows: Stacey Hollo, Barbara Adams and Brett Batty. Christopher Hantla is not a part of the juvenile rotation but is available for emergency appointments only in juvenile matters. The court retains discretion to appoint any of the above attorneys out of the normal rotation if the court deems it necessary.

II. TERM AND TERMINATION

1. The term of this Order shall be from February 1, 2007, to November 30, 2007. It is further provided that this Order shall be subject to termination upon cancellation of the appointment by the Chief Judge of the Fourth Judicial Circuit with or without cause. Upon termination or cancellation, all rights and duties of the Conflict Public Defenders and of Montgomery County under this Order shall cease to exist.

2. The Conflict Public Defenders must apply for reappointment as Conflict Public Defenders to the Chief Judge of the Fourth Judicial Circuit and to the Montgomery County Resident Circuit Judge at least 90 days prior to the termination of this Order. In the event the Conflict Public Defenders are reappointed as Conflict Public Defenders by the Chief Judge, such renewal shall be for a period of one year.

III. COMPENSATION AND EXPENSES

1. The Conflict Public Defenders shall be paid by Montgomery County for services rendered under this Order at the rate of \$65.00 per hour. The Conflict Public Defenders shall provide to Montgomery County a monthly statement as to each case for which services are rendered showing work performed and hours expended.

2. In the event a Conflict Public Defender qualifies to represent a defendant in a capital murder case, the Conflict Public Defender may collect at the hourly rate approved and paid by the Capital Litigation Trust Fund. If the Capital Litigation Trust

Fund does not pay the Conflict Public Defender, such attorney is limited to \$65.00 per hour from the county.

3. In the event the Conflict Public Defenders deem it necessary to employ the services of a private investigator, licensed physician, psychologist, psychiatrist, or other expert witness during the course of representation of persons pursuant to this Order, the Conflict Public Defenders must first apply to the Circuit Court for approval of such employment by written Motion in said case with copy to the State and can employ such persons only after judicial approval is obtained. After such approval is obtained, the Conflict Public Defenders shall not be liable for payment of such services or expenses related directly thereto, but payment, pursuant to submission of a proper bill, voucher and Order of the Circuit Court, shall be made by Montgomery County.

4. Montgomery County shall assume all witness fees, Sheriff's Department service of process fees and costs, summons and subpoena costs, and all other similarly related costs incurred in representing persons under this Order in a manner similar to that provided to the Office of the Primary Public Defender.

5. In the event that it becomes necessary for the Conflict Public Defenders to travel outside Montgomery County in representation of a person under this Order, then Montgomery County shall pay round trip mileage to and from Hillsboro, Illinois, at the rate of \$0.445 per mile. The Conflict Public Defenders shall keep written logs of miles actually traveled and submit them with the monthly case statement. This shall apply to miles driven by automobile and shall not apply to or authorize travel by train, bus or airplane.

6. Additional office expenses such as photocopying, long distance telephone expense, postage, stationery and like expenses shall not be separately billed or paid, and these expenses are assumed by the Conflict Public Defenders as part of the \$65.00 per hour fee as ordinary overhead. Any other extraordinary expense not contemplated or specifically mentioned in paragraph 2, paragraph 3, paragraph 4, paragraph 5 of Section III shall be made the subject of prior judicial approval by Motion on a case-by-case basis as described in paragraph 3.

IV. RELATIONSHIP OF THE PARTIES

1. The relationship as created by this Order is one of independent contractor. The Conflict Public Defenders are not employees of the Chief Judge or Montgomery County and are not entitled to benefits provided by Montgomery County to its employees, including, but not limited to any group insurance and pension plan. Services provided pursuant to the terms of this Order shall be performed at such location or locations as determined by the Conflict Public Defenders, who shall be solely responsible for all matters relating to income or withholding taxes, and workers' compensation or other insurance. Except as herein provided, the Conflict Public Defenders shall have sole

control of the manner and means of performing this Order, and shall complete it according to their means and methods of work. The Conflict Public Defenders shall direct the performance of all employees and subcontractors engaged in their offices.

2. The Conflict Public Defenders shall have the right to maintain a private legal practice including the defense of criminal defendants who do not qualify for representation by the Montgomery County Primary Public Defender. The Conflict Public Defenders shall not accept the representation of any person in their private practice when such representation would constitute a conflict of interest with their duties as Conflict Public Defenders.

V. OUTSIDE SERVICES

This Order and payment hereunder does not encompass appointments by the Court for representation of defendants who are:

1. Remanded to the Illinois Department of Corrections or to a similar correctional institution for the purpose of proceedings of the following nature:
 - i. Pursuit of appeals beyond the perfection of appeal by preparation and filing of Notice of Appeal, Docketing Statement, and related notices.
 - ii. Pursuit of any federal remedy of a post-conviction or civil rights nature, including mandamus actions.
2. Facing a Petition for Sexually Violent Person Commitment.
3. Charged with First Degree Murder and who could be sentenced to death.
4. This Order and payment hereunder does not encompass appointments by the Court to represent any person on any case on appeal, in the Appellate or Supreme Court in any phase of similar or related proceedings. If the State Appellate Defender's Office refuses to provide services to a person represented by the Conflict Public Defenders in the Circuit Court, then the Conflict Public Defenders shall not be responsible for performing any appellate work under this Order.

VI. ADDITIONAL TERMS AND CONDITIONS

1. The Conflict Public Defenders shall be responsible for obtaining a professional liability insurance in the amount not less than \$100,000.00 and they shall furnish to the Chief Judge and Montgomery County evidence of such insurance.

2. In the event the Conflict Public Defenders fail to maintain such professional liability insurance, the Chief Judge may elect to treat such failure as a violation of this Order.

3. The Conflict Public Defenders understand and hereby expressly assume the risk inherent in and created by the necessity of entering into and being upon the premises of the Montgomery County Jail in fulfilling certain duties created by this Order, as well as any potential danger to personal safety involved in representing any persons prone to violent behavior; however, Montgomery County or its agent shall forewarn them as to persons they come into contact with when their violent nature or behavior is actually known to Montgomery County or its agents.

Dated: 3/13/07

Enter: S. J. Schum
Chief Judge, Fourth Judicial Circuit

Accepted: [Signature]
Christopher B. Hantla

[Signature]
Barbara Adams

[Signature]
Brett Batty

[Signature]
Stacey Hollo

[Signature]
Mikel Plunkett, Chairman
Montgomery County Board,
Montgomery County, Illinois

HR

HURST-ROSCHE
ENGINEERS, INC.

8007

7 PAGE 82

February 20, 2007

Montgomery County
Mr. Mike Plunkett, Chairman
P.O. Box 122
Hillsboro, IL 62049

RE: Study of the
Old Historic Courthouse

Dear Mr. Plunkett:

Hurst-Rosche will complete a study for county operations/facilities needs at the Historic Montgomery County Courthouse. Our study will include:

- Evaluation of current and near future projections for Historic Courthouse occupants including the space needs for each department occupying the Historic Courthouse.
- Review of information gathered and prior studies and as a result of meetings with department heads.
- Evaluate options that incorporate an addition to new courthouse, building renovations to the Historic Courthouse or both.
- Prepare conceptual sketches illustrating at least three options and estimate of cost for each assembled into a draft for review by the County.
- Review with the County alternative approaches to design.
- Prepare final report with revisions based on review comments.

Hurst-Rosche will complete the work for a lump sum fee of \$10,100 and will begin upon approval with the report to be completed within 60 days of notice to proceed.

If you are in agreement, please sign and return one copy to our office as our notice to proceed.

Sincerely,

HURST-ROSCHE ENGINEERS, INC.


Thomas E. Connor, PE
President

TEC:djy
Enclosed

ACCEPTED BY:


signature

3/13/07
date

1400 East Tremont St.
P. O. Box 130
Hillsboro, IL 62049
Telephone 217-532-3959
Facsimile 217-532-3212
E-Mail hillsboro@hurst-rosche.com
Web Page — www.hurst-rosche.com

T. E. Connor, President
T. G. Baker, Sr. Vice President
J. W. Roth, Sr. Vice President
D. H. Kimmle, Treasurer

East St. Louis, Illinois
Marion, Illinois
Springfield, Illinois
Barnhart, Missouri
Joplin, Missouri

February 13, 2007 County Board

Catherine Edmiston

Water Disappearance and Water Pollution due to Longwall Mining and Gas Drilling.

(I write my own speeches, and prepare the ones I read. If you've heard about some of these updates, there may be others on the board who haven't, so please let me continue.)

Damage to wells due to test drilling. I talked recently with the three owners of wells damaged near gas test holes. Dale and Sally Miller's wells are being used currently. When the test holes were dug, he paid out \$1200 to clean black grit out of the water system and the water. Coal companies denied any damages, although Dale found out that this type of contaminates do appear in well systems near where drilling is done.

Eddington's water returned but not as large as before, and they use filters that have to be changed often.

Watershed Meeting

Macoupin Creek has its source in northern Montgomery County. I have attended watershed meetings conducted by EPA in July of last year and January of this year at Carlinville. I sent a letter in August with eight questions to Jennifer Clarke of IEPA, and received an answer in January, (although answers had been put on pdf files on the computer earlier, which I had not been notified about until I phoned the office.) The answers were very inadequate..."EPA is not aware of any damage done by longwall mining in Macoupin County". We know better. They say nothing about testing waters in Macoupin Co. for arsenic, sulfer, mercury, which has been found when mining is done, especially around gob piles. They only consider manganese and phosporous, in discussing water pollution in the lakes. They say Mines and Minerals should be responsible for that, but they have not lived up to answering questions either. If you read the "Gob Pile" story, which occurred down south of St. Louis, you read about the well with five times too much arsenic, and the pollution being dumped into the Kaskaskia River. This pollution causes cancer and makes people sick.

Effects of Lost Water

Timber.....a recent correspondence with Floyd Simpson, Pres. of Belmont, Ohio Farm Bureau, whose land was longwalled three years ago, tells of the State giving permission for mining under Dysart Woods, Belmont county, Ohio which endangers 400 year old trees. He also told earlier about a large oak on his land, that died from the top down, due to groundwater being destroyed by long wall mining. Macoupin County shows damage to trees in a wooded area....one large one snapped off half way up, smaller ones leaning or on the ground, dead trees in the flooded bottomland.

Pastureland....will be useless without water, which is often destroyed by longwall mining. Not being able to raise livestock in future years, means the damage will be in the millions.

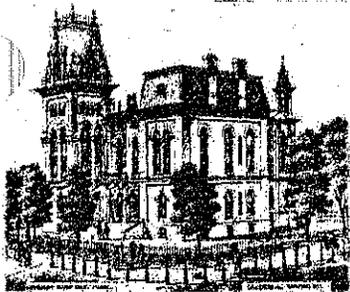
Industry, rural homes, shortages....recent articles in the papers, and the ethynol plant representative who spoke at your committee meeting last week, told of water, thousands of gallons in holding areas. Washing coal will take thousands of gallons. When water is lost on farms, it will take thousands of gallons to water livestock, and use of residents. A recent article this year told of the concern of Hillsboro and Litchfield leaders about supply of water.

Some of our Shoal Creek water supply will be destroyed if longwall mining is used, which may add to the shortage.

Bill Schroeder pointed out: We need to know of the lack of regulations addressing situations that will develop, regardless of what kind of mining is used. Some of the information that Arlis Bates has gathered show the lapses of proper enforcement by various government agencies which are supposed to be the watchdog for the public.

Bill suggests, and I agree, that the board utilize the Mines and Minerals Committee to monitor the permitting process of any proposed mine. Hopefully, you can hire a consultant to advise the committee as to what questions need be asked to insure public safety, and follow up until affirmative answers are obtained. To pay for the consultant, Bill suggests money could be budgeted from the money received from the sale of the coal rights. Hiring a consultant now would be much cheaper than lawsuits and hearings in the future to try and rectify environmental threats to public health. Another idea is for the county board to take the lead at public hearings, so that the interests of everyone in the county will be looked after. Regardless of anyone's position, either pro or con on "longwall mining", serious environmental damage will be done to the county if strict standards are not enforced. Cathy Edmiston

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF HILLSBORO



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

WITNESSETH

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

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have entered into an agreement with Bruce Harris & Associates for cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

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

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

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

1. The County agrees to license to and cooperate with the City in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.
2. The City agrees that Montgomery County GIS data or products shall be used during the term of this Agreement for governmental purposes only, and that the City shall not sell, transfer, or otherwise provide or publish said data or products obtained through this Agreement to any other agency, person, corporation, or entity other than City departments, without the express written consent and/or agreement of the County. The City shall not sell or provide the data to governmental, private, or commercial entities, which in turn could potentially profit from the data, except that the City may provide information for purposes of regulatory compliance or ordinal enforcement regarding individual parcels to entities with which the City contracts for said purposes.
3. In consideration of said use, the City agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents (\$.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars (\$400.00) will be paid to Bruce Harris & Associates to cover their cost for processing the initial startup.

4. The County assumes no responsibility as to the accuracy of the information contained in the database or to modifications made by the City in the course of the City's use of the product. All information will be provided to the City on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, County, State and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide, in pertinent part, as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."
5. In providing data (or access to it), the County assumes no obligation to assist the City in the use of the data, or in the development, use or maintenance of any applications applied to the data.
6. These parties agree that the County shall have no responsibility to provide any computer hardware and/or software to the City, or provide training to the City for use of the data.
7. The County shall maintain the cadastral parcel base map. The County may incorporate all City-created data into the County's database. The County shall coordinate uniform mapping standards used in modification to the base map. Any data created by the City using the County's GIS data shall be delivered to the County annually.
8. The County intends to distribute updated base maps annually , or as soon thereafter as practicable, but only as often as a significant number of changes are made to the database. At which time the municipality will deliver their updated data.
9. The County and the City will enter into a License Agreement and will cause it, upon acceptance, to be attached to and made a part of this Agreement, and its terms and conditions are incorporated into this Intergovernmental Agreement by this reference.
10. This Agreement shall terminate at the end of three (3) years from the anniversary date as noted below, provided that the City gives written notice of intent to terminate at least thirty (30) days prior thereto. Upon termination, the City shall return to the County the database, along with any copies, upgrades, modifications, and changes, all of which shall become property of the County. This Agreement is renewable upon mutual agreement of the parties.

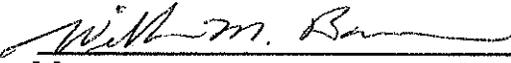
This Agreement is adopted and set in force on February 13, 2007, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF HILLSBORO , ILLINOIS

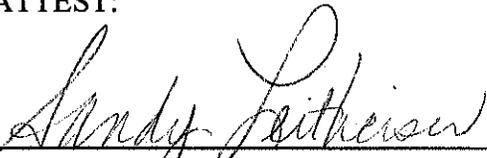


 Chairman, County Board



 Mayor

ATTEST:



 Montgomery County Clerk



 City Clerk

Ownership

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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

Assignment

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

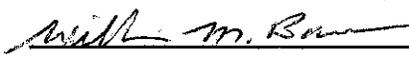
This Agreement is adopted and set in force on February 13th _____, 2007, by:

MONTGOMERY COUNTY, ILLINOIS

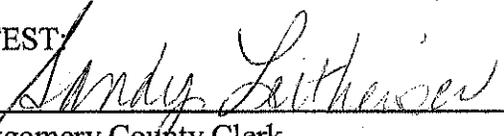
CITY OF HILLSBORO _____, ILLINOIS



Chairman, County Board



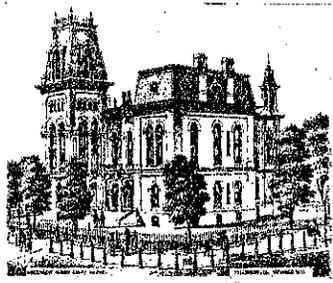
Mayor

ATTEST


Montgomery County Clerk



City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF HILLSBORO

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

WITNESSETH

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on 3/13, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF HILLSBORO, ILLINOIS

[Signature]
Chairman, County Board

[Signature]
Mayor

ATTEST:
[Signature]
Montgomery County Clerk

[Signature]
City Clerk

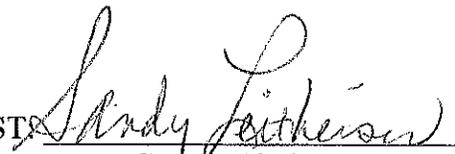
**RESOLUTION OF THE COUNTY BOARD
REAPPOINTING TRUSTEE FOR
THE RAYMOND COMMUNITY FIRE PROTECTION DISTRICT
AND APPROVING HIS TRUSTEE'S BOND**

WHEREAS there has been presented to this Board a resolution of the trustees of The Raymond Community Fire Protection District asking for the reappointment of James L. Hitchings as trustee of the District, which resolution was accompanied by a trustee's bond which this Board has examined and finds to be in due form with penalty as heretofore fixed by this Board and with sureties ascertained to be sufficient,

THEREFORE, BE IT RESOLVED that James L. Hitchings shall be, and he is hereby, reappointed to be one of the trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 2007, and to end the first Monday in May, 2010, and

IT IS FURTHER RESOLVED that the trustee's bond of James L. Hitchings, as heretofore tendered to this Board, shall be, and it is hereby, approved.

Hillsboro, Illinois, March 13, 2007.

ATTEST 
County Clerk


Chairman

 Illinois Department of Transportation Local Crash Data Collection Agreement	Local Agency MONTGOMERY	Job Number -
	Section	Project Number

THIS AGREEMENT is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The project shall be completed in accordance with guidelines set forth by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

WHEREAS, the parties hereto, in the interest of improving accident location data, are desirous of implementing a program to reimburse the LA for expenses related to the conversion of 2001-2004 fatality and Class A injury crash data to a coordinate format compatible with the STATE's GIS system for the county/counties of MONTGOMERY

WHEREAS, the STATE will make available to the LA \$ 10,000 lump sum reimbursement of 90% federal HSIP and % state match funding to complete the project;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

THE LA AGREES:

1. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
4. To the best of its knowledge and belief its officials:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
5. To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
6. Any expenses incurred beyond the Agreement amount will be the responsibility of the LA.
7. The LA will complete the project and submit GIS compatible data to the STATE within four (4) months of receipt of the crash reports.
8. That all crash reports supplied to the LA are confidential and shall be returned to the STATE at the completion of the project. No crash data shall be disclosed to third parties other than agents or contractors working on behalf of the LA for the express purpose of completing this project. All copies of crash reports supplied by the STATE made in the course of completing the project shall be returned or destroyed.

- 9. Upon completion of the project, the LA shall submit to the STATE a certification statement indicating that all requested crashes have been geographically located, all original crash reports have been returned to the STATE, and any copies of said reports returned to the STATE or destroyed.
- 10. The LA may request up to 30% of the total funding upon completion and verification of 2004 and 2003 crash locations. Upon completion and verification of 2002 crash locations, the LA may request an additional 10% of the total funding. After completion and verification of the 2001 crash locations, return of the original crash reports, and submission of a certification statement, the LA may request the balance of the total funding.
- 11. To submit all completed crash location data and invoices to the STATE at the following address:

Illinois Department of Transportation
 Bureau of Safety Engineering
 2300 South Dirksen Parkway
 Springfield, Illinois 62764
 Attention: Roseanne Nance

THE STATE AGREES:

- 1. To provide the LA electronic files containing the crash data for the project.
- 2. To reimburse the LA according to item 10 under "THE LA AGREES"

IT IS MUTUALLY AGREED:

- 1. This Agreement shall be binding upon the parties, their successors and assigns.
- 2. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.

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

APPROVED

Name Mike Plunkett
 Title Montgomery County Board Chairman
 Signature 
 Date April 10th, 2007
 TIN Number 37-6001661

APPROVED

State of Illinois
 Department of Transportation

 Milton R. Sees, Acting Secretary
 Date _____

 Milton R. Sees, Director of Highways/Chief Engineer

Intergovernmental Agreement

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

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Intermodal Surface Transportation Efficiency Act of 1991 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 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 funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

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

COUNTY OF SHELBY, a body politic and corporate

By: George Trappin
Chairperson, Shelby County Board

ATTEST:



Kathy A. Lantz
Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: Michael Smith
Chairperson, Montgomery County Board

ATTEST:

Sandy Leitch
Montgomery County Clerk

Ordinance

ORDINANCE NUMBER 07-02
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

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

PASSED by the Chairman and the Board of Montgomery County on the 10th day of April 2007, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 21

PRESENT 21

AYE 21

NAY 0

Sandy Lutherser
Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 10th day of April 2007.

W. Michael Blalock
Chairman of County Board of Montgomery County, Illinois

MONTGOMERY COUNTY, ILLINOIS

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

November 30, 2006

F I L E D
APR 28 2007

Sandra Leitbeiser COUNTY
CLERK

Selected Financial Information
November 30, 2006

Assessed Valuation

- 1996	\$ <u>251,054,944</u>
- 1997	\$ <u>258,054,338</u>
- 1998	\$ <u>273,000,224</u>
- 1999	\$ <u>284,721,319</u>
- 2000	\$ <u>287,958,125</u>
- 2001	\$ <u>299,539,384</u>
- 2002	\$ <u>303,494,475</u>
- 2003	\$ <u>315,341,739</u>
- 2004	\$ <u>306,055,560</u>
- 2005	\$ <u>312,720,676</u>

General Fund

Excess (deficiency) of revenues over expenditures

11/30/97	\$ <u>211,940</u>	
11/30/98	\$ <u>241,086</u>	
11/30/99	\$ <u>125,982</u>	(Does not include transfer from PBC of \$316,328)
11/30/00	\$ <u>374,168</u>	
11/30/01	\$ <u>(64,953)</u>	
11/30/02	\$ <u>(496,972)</u>	
11/30/03	\$ <u>(202,999)</u>	
11/30/04	\$ <u>440,441</u>	
11/30/05	\$ <u>(133,056)</u>	
11/30/06	\$ <u>31,141</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2006

General Fund

	2006		2005	
Revenues:				
Property taxes	\$ 678,493	13.54 %	\$ 699,841	14.96 %
Interest and costs	69,451	1.39	54,732	1.17
Sales taxes	943,256	18.83	903,460	19.31
Income	875,729	17.48	741,273	15.85
Replacement, inheritance and real estate	191,771	3.83	172,130	3.68
Fines and fees	1,430,208	28.55	1,428,026	30.53
Miscellaneous	76,624	1.53	104,886	2.24
Reimbursed expenses	<u>744,238</u>	<u>14.85</u>	<u>573,291</u>	<u>12.26</u>
	<u>\$ 5,009,770</u>	<u>100.00 %</u>	<u>\$ 4,677,639</u>	<u>100.00 %</u>
Expenditures:				
Building and grounds	\$ 294,276	5.86 %	\$ 325,725	6.72 %
County Clerk	193,735	3.86	185,341	3.82
Treasurer	189,208	3.77	184,936	3.81
Coroner	71,710	1.43	74,769	1.54
Regional Superintendent	45,955	.92	36,352	.75
Supervisor of Assessments	205,795	4.10	178,247	3.67
Board of Review	33,137	.66	32,583	.67
County Board	98,964	1.97	102,954	2.12
Information system	71,666	1.43	71,273	1.47
Election	488,384	9.73	214,208	4.42
General administration	548,047	10.92	805,757	16.61
Judges	12,780	.25	11,504	.24
State's Attorney	374,837	7.47	358,911	7.40
Circuit Clerk	222,185	4.43	210,721	4.34
Probation	227,523	4.53	225,158	4.64
Public Defender	120,334	2.40	85,247	1.76
Jury	136,014	2.71	147,597	3.04
Sheriff	1,397,552	27.85	1,380,249	28.45
Emergency Services	132,984	2.65	98,369	2.03
Ambulance	42,541	.85	36,455	.75
Animal Control	49,803	.99	32,040	.66
Drug Task Force	55,004	1.10	48,524	1.00
Economic and infrastructure development	<u>6,195</u>	<u>.12</u>	<u>3,775</u>	<u>.09</u>
	<u>\$ 5,018,629</u>	<u>100.00 %</u>	<u>\$ 4,850,695</u>	<u>100.00 %</u>
Excess (deficiency) of revenues over expenditures	(8,859)		(173,056)	
Transfers	<u>40,000</u>		<u>40,000</u>	
Net change	<u>\$ 31,141</u>		<u>\$ (133,056)</u>	
Fund Balance	<u>\$ 2,675,743</u>		<u>\$ 2,644,602</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2006Public Health

	<u>2006</u>		<u>2005</u>	
Revenues:				
Taxes	\$ 341,007	13.28 %	\$ 335,460	14.95 %
Fees and miscellaneous	264,776	10.31	252,272	11.24
Intergovernmental	1,928,501	75.13	1,637,173	72.95
Interest	<u>32,780</u>	<u>1.28</u>	<u>19,309</u>	<u>.86</u>
	\$ <u>2,567,064</u>	<u>100.00 %</u>	\$ <u>2,244,214</u>	<u>100.00 %</u>
Expenditures	\$ <u>2,429,248</u>		\$ <u>2,319,454</u>	
Net change	\$ <u>137,816</u>		\$ <u>(75,240)</u>	

County Highway

Revenues	\$ 3,660,421	\$ 3,750,203
Expenditures	<u>3,474,674</u>	<u>3,159,031</u>
Net change	\$ <u>185,747</u>	\$ <u>591,172</u>

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE

REVISED 04/10/07

ALL UTILITIES

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

POSTAGE

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

COURT ORDERED EXPENSES

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

CONTRACTUAL AND LEASE SERVICES

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

OTHER

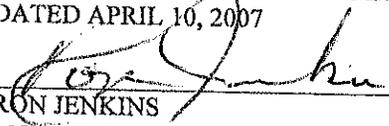
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL -- ASSIST PROGRAM
CEFS -- TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENTION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER -- COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION
CRIMINAL BACKGROUND CHECK FEES (ADDED 04/10/07)

PAYROLL/SALARY

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

DISCLAIMER

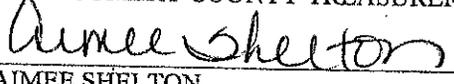
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON
DATED APRIL 10, 2007



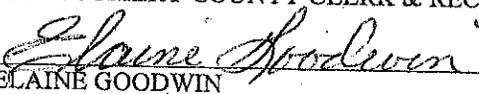
 RON JENKINS
 MONTGOMERY COUNTY TREASURER



 SANDY LEITHEISER
 MONTGOMERY COUNTY CLERK & RECORDER



 AIMEE SHELTON
 ASSISTANT COUNTY TREASURER



 ELAINE GOODWIN
 ACCOUNTS PAYABLE DEPARTMENT HEAD

The Forrester Group, Inc.
4004 Morgan Ave., Suite 100, Evansville, Indiana 4771

AGREEMENT FOR CONSULTING SERVICES

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

2. PROPERTY: Located at 18259 West Frontage Road, Litchfield, in Montgomery County, Illinois. Parcel ID #: 19-000-422-05. The subject property is known as the Pioneer Hi-Bred International Plant. The subject property consists of approximately 163,682 square feet of improvements and an estimated 10.62 acres of land.

Assignment Overview: This assignment is to provide consulting services to the Client in the pending property tax appeal on the above referenced property. The consultant shall serve to assist the Client through the appeal process and conferences with the property owner and/or their representatives. The consultant shall engage an appraiser property certified to complete the appraisal. The fees for the appraisal shall be paid by the consultant to the appraiser from the fees due the Consultant under this agreement.

3. APPRAISAL OR APPRAISAL SERVICE: It is agreed that consultant will not provide an appraisal or an opinion of value under this agreement. The Consultant shall engage a qualified independent appraiser to develop the appraisal. The Consultant will monitor the appraisal process and the completion of the appraisal. The appraisal will be delivered in the original and (4) copies.

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

5. PAYMENT FOR SERVICES: CONSULTANT'S FEE: The Consultant agrees to perform the services as stated herein and to engage the appraiser for a fee of Five Thousand Five Hundred Dollars (\$5,500.00). Fees shall be paid to the Consultant within 30 days from the date of invoice to the Client. No retainer is required on this assignment.

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

LITIGATION. In the event Consultant is called upon to be available to assist the client or the attorney in litigation preparation or court availability regarding the assignment herein, that fee shall be agreed upon prior to the date required but will not exceed \$125.00 per hour plus expenses. The Consultant will be available for One (1) court hearing or Appeal Board Hearing at no cost to the County or the Supervisor of Assessments. The Consultant shall be available to the Supervisor of Assessments for assistance in conferences related to obtaining agreements between the parties as a part of this agreement.

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

RETAINER-No retainer is required on this agreement.

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

6. AUTHORITY. Consultant and his subcontractors, if required, are hereby authorized to make on-site inspections of subject property at all reasonable times and with reasonable notice to management to obtain supporting property data, including but not limited to: Building plans, plats, deeds, legal descriptions, abstracts, income and expense data, leases, options, and to be furnished copies of relevant information as it may relate to the assignment. CLIENT'S AUTHORITY to execute this agreement is hereby warranted, and that Client has authority to enter into this agreement.

- 7. **CONDITIONS.** Any written documents will be prepared for the sole and exclusive use of Client, and shall not be reproduced, printed or distributed in any manner without written consent of Consultant.
- 8. **WARRANTIES AND INDEMNITY.** Consultant does not make any warranties or guarantees of any kind regarding the condition of the property. Results represent Consultant's opinions and recommendations, without any warranty. Client agrees to indemnify Consultant, his employees and independent contractors from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the consultant's actions.
- 9. **GUIDENCE OF USPAP:** This agreement is intended to follow guidance from Advisory Opinion # 21 as a non-appraisal practice assignment that permits valuation services that are not governed by the Uniform Standards of Professional Practice. USPAP requirements are that the service to be provided is not misrepresented. The client understands and agrees that the consultant is acting in the capacity of a representative of the Montgomery County Board, Chief County Assessment Officer and the Montgomery County Supervisor of Assessments in this matter and not as an appraiser.
- 10. **APPRAISAL OF SUBJECT PROPERTY:** The Client and the Consultant agree that as a part of this assignment, the Consultant will engage an appraiser that meets the requirements of a Illinois Certified General Appraiser to complete an appraisal of the subject property under a Real Property Appraisal and written as a Summary Appraisal Report. Said appraisal will be sufficient to present to the applicable Illinois Assessment Tax Appeal Boards supporting the Supervisor of Assessment's opinion of Market Value and Assessed Value.
- 11. **APPRAISAL FEES:** The consultant and client agree that the expense for the appraiser(s) is to be paid directly by the Consultant. The Client shall be responsible for any fees due the appraiser for depositions and/or testimony before the applicable Illinois County or State Tax Boards at a cost not to exceed \$175.00 per hour plus expenses of travel and lodging.
- 12. **CONFIDENTIALLY:** The client and the consultant agree that each will be exposed to certain confidential procedures, research, property lists, files, documents and proprietary data. The client and consultant agree to use their best efforts to protect said confidential procedures, research, property lists, files, documents and proprietary data to the best of their ability. The parties agree that the information and data required in the process of conducting conferences, and as required as a part of the appeal process at the county and state level, is generally not considered confidential unless so declared in advance by the property owner and approved by the applicable tax board.

Effective date of agreement is the 8th day of March, the year of 2007

Michael Plunkett, Chairman of the Board X <i>Michael Plunkett</i> Date: <u>5/8/07</u>	Eugene Stuard, Consultant X <i>[Signature]</i> Date: <u>3/12/07</u>
Montgomery County Board c/o Julia E. Kiefer, CIAO Supervisor of Assessments, Montgomery County Historic Courthouse, 3 rd Floor Hillsboro, Illinois 62049 Phone#: (217) 532-0595 Ext # 589 Fax: (217) 532-9599 Email: julielpk@hotmail.com	The Forrestal Group, Inc. 4004 Morgan Ave., Suite 100 Evansville, Indiana 47715 Mailing Address: P. O. Box 4836 Evansville, Indiana 47724-0836 Phone #: (812) 421-1730 (800) 847-5982 Fax #: (812)-491-2266 e-mail: gstuard@forrestal.net

RESOLUTION NO. 07-03

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

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

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

The Northwest Half (NW 1/2) of Lot Five (5) in Block One (1) in the Original Town, now City, of Coffeen, situated in the City of Coffeen, in the County of Montgomery, in the State of Illinois.

Parcel Index # 04-001-256-00

as described in Certificate No. 000028 sold December 15, 2003.

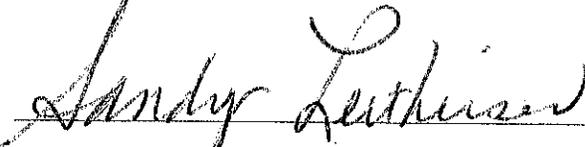
WHEREAS, a public auction was held February 22, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of April, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

DEED

200700038664
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
04-10-2007 At 11:31 am.
OCD NO CHRG .00
OR Book 1189 Page 20 - 21
Instrument Book Page
200700038664 OR 1189 20

Return Deed &
Mail Tax Statement To:

City of Coffeen
107 Locust St. P.O. Box 496
Coffeen, IL 62017-0496

COPY

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

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

The Northwest Half (NW 1/2) of Lot Five (5) in Block One (1) in the Original Town, now City, of Coffeen, situated in the City of Coffeen, in the County of Montgomery, in the State of Illinois.

Permanent Index No.: 04-001-256-00

Grantee to assume payment of the taxes for the year 2007 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto, by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 10th day of April, 2007.

ATTEST
Sandy Leitheiser
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

Given under my hand and notarial seal, this 10th day of April 2007.

"Exempt under provisions of Paragraph 'F',
Section 4, Real Estate Transfer Act."
Michael Plunkett
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



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

BOOK 7 PAGE 106

Instrument 200700038664 OR 1189 21
Book Page 1189 21

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

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

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

[Signature]
Affiant Signature

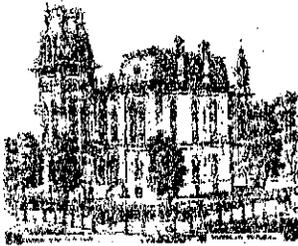
Subscribed and Sworn to before me this 28th day of March, 2007.

[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



INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 MONTGOMERY COUNTY
 AND
 CITY OF Irving

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

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the City of Irving, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, section 19 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have entered into an agreement with Bruce Harris & Associates for cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

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

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

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

1. The County agrees to license to and cooperate with the City in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.
2. The City agrees that Montgomery County GIS data or products shall be used during the term of this Agreement for governmental purposes only, and that the City shall not sell, transfer, or otherwise provide or publish said data or products obtained through this Agreement to any other agency, person, corporation, or entity other than City departments, without the express written consent and/or agreement of the County. The City shall not sell or provide the data to governmental, private, or commercial entities, which in turn could potentially profit from the data, except that the City may provide information for purposes of regulatory compliance or ordinal enforcement regarding individual parcels to entities with which the City contracts for said purposes.
3. In consideration of said use, the City agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents (\$.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars (\$400.00) will be paid to Bruce Harris & Associates to cover their cost for processing the initial startup.

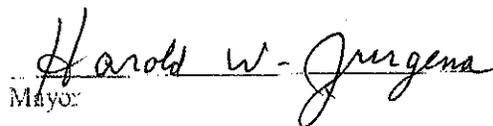
4. The County assumes no responsibility as to the accuracy of the information contained in the database or to any modifications made by the City in the course of the City's use of the product. All information will be provided to the City on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, County, State and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide, in pertinent part, as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."
5. In providing data (or access to it), the County assumes no obligation to assist the City in the use of the data, or in the development, use or maintenance of any applications applied to the data.
6. These parties agree that the County shall have no responsibility to provide any computer hardware and/or software to the City, or provide training to the City for use of the data.
7. The County shall maintain the cadastral parcel base map. The County may incorporate all City-created data into the County's database. The County shall coordinate uniform mapping standards used in modification to the base map. Any data created by the City using the County's GIS data shall be delivered to the County annually.
8. The County intends to distribute updated base maps annually, or as soon thereafter as practicable, but only as often as a significant number of changes are made to the database. At which time the municipality will deliver their updated data.
9. The County and the City will enter into a License Agreement and will cause it, upon acceptance, to be attached to and made a part of this Agreement, and its terms and conditions are incorporated into this Intergovernmental Agreement by this reference.
10. This Agreement shall terminate at the end of three (3) years from the anniversary date as noted below, provided that the City gives written notice of intent to terminate at least thirty (30) days prior thereto. Upon termination, the City shall return to the County the database, along with any copies, upgrades, modifications, and changes, all of which shall become property of the County. This Agreement is renewable upon mutual agreement of the parties.

This Agreement is adopted and set in force on 2 14, 2006, by:

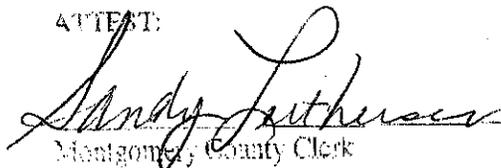
MONTGOMERY COUNTY, ILLINOIS

CITY OF Jurung, ILLINOIS


 Chairman County Board


 Mayor

ATTEST:


 Montgomery County Clerk


 City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on Feb 14, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Jermanig, ILLINOIS

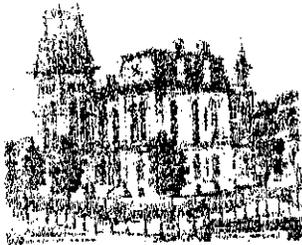
Michael Bluth
Chairman, County Board

Harold W. Jungma
Mayor

ATTEST:

Lindy Leuker
Montgomery County Clerk

Marilyn Taylor
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Jurung

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

WITNESSETH

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on Feb 14, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Jurung, ILLINOIS

Michael Blith
Chairman, County Board

Harold W. Jurgens
Mayor

ATTEST:

Sandy Leathersen
Montgomery County Clerk

Maureen Taylor
City Clerk

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name WHKS & Co.
Township Pittman			Address 1905 Montana Drive, Suite 20
County Montgomery			City Springfield
Section 95-12121-00-BR			State Illinois

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

Section Description

Name East 1st Road (T.R. 36) over Macoupin Creek

Route T.R. 36 Length 0.00 Mi. 2500 FT (Structure No. 068-3353)

Termini From approximately 2000' north of the bridge to approximately 500' south of the bridge

Description:
See detailed scope of work outlined in agreement transmittal letter dated April 10, 2007.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. *Rev. 4-16-07*
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 - (4) In the event plans or surveys, are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

- c. A sum of money NOT TO EXCEED \$35,695 on the basis of actual payroll costs times 2.80, including out-of-pocket expenses, plus the cost of services of 2, below.
2. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1b, 1c, 1d, & 1j. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
 "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER on the basis of actual payroll costs times 2.80 to cover payroll burden, fringe costs, overhead and profit for services performed up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the Department, the LA will pay the ENGINEER for such changes on the basis of actual payroll cost plus 2.80 to cover payroll burden, fringe costs, overhead, profit and readiness to serve. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It Is Mutually Agreed,

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

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

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

BY Sandy Leithner
Mont. County Clerk

(Seal)

By Michael Plebatt
Title County Board Chairman

Executed by the ENGINEER:

WHKS & Co.

1905 Montana Drive, Suite 20

Springfield, IL 62704-7009

ATTEST:

By _____

By [Signature]

Title _____

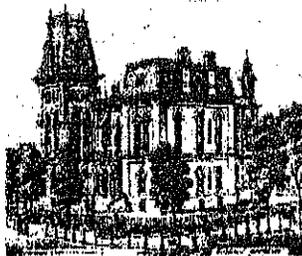
Title Sr. Structural Engineer/Office Manager

Authorized MFT Expenditure

Date

Department of Transportation

Regional Engineer



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Coffeen

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

WITNESSETH

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

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have entered into an agreement with Bruce Harris & Associates for cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

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

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

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

1. The County agrees to license to and cooperate with the City in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.
2. The City agrees that Montgomery County GIS data or products shall be used during the term of this Agreement for governmental purposes only, and that the City shall not sell, transfer, or otherwise provide or publish said data or products obtained through this Agreement to any other agency, person, corporation, or entity other than City departments, without the express written consent and/or agreement of the County. The City shall not sell or provide the data to governmental, private, or commercial entities, which in turn could potentially profit from the data, except that the City may provide information for purposes of regulatory compliance or ordinal enforcement regarding individual parcels to entities with which the City contracts for said purposes.
3. In consideration of said use, the City agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents (\$.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars (\$400.00) will be paid to Bruce Harris & Associates to cover their cost for processing the initial startup.

4. The County assumes no responsibility as to the accuracy of the information contained in the database or to any modifications made by the City in the course of the City's use of the product. All information will be provided to the City on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, County, State and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide, in pertinent part, as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."
5. In providing data (or access to it), the County assumes no obligation to assist the City in the use of the data, or in the development, use or maintenance of any applications applied to the data.
6. These parties agree that the County shall have no responsibility to provide any computer hardware and/or software to the City, or provide training to the City for use of the data.
7. The County shall maintain the cadastral parcel base map. The County may incorporate all City-created data into the County's database. The County shall coordinate uniform mapping standards used in modification to the base map. Any data created by the City using the County's GIS data shall be delivered to the County annually.
8. The County intends to distribute updated base maps annually, or as soon thereafter as practicable, but only as often as a significant number of changes are made to the database. At which time the municipality will deliver their updated data.
9. The County and the City will enter into a License Agreement and will cause it, upon acceptance, to be attached to and made a part of this Agreement, and its terms and conditions are incorporated into this Intergovernmental Agreement by this reference.
10. This Agreement shall terminate at the end of three (3) years from the anniversary date as noted below, provided that the City gives written notice of intent to terminate at least thirty (30) days prior thereto. Upon termination, the City shall return to the County the database, along with any copies, upgrades, modifications, and changes, all of which shall become property of the County. This Agreement is renewable upon mutual agreement of the parties.

This Agreement is adopted and set in force on March 5, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Coffeen, ILLINOIS

Michael Skutell
Chairman, County Board

Bob Smith
Mayor

ATTEST:

Sandy Letherser
Montgomery County Clerk

Carolyn Cooper
City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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This Agreement is adopted and set in force on March 5, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Coffeen, ILLINOIS

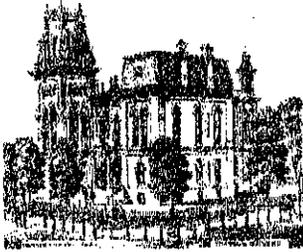
Michael Slembitt
Chairman, County Board

Paul Dowle
Mayor

ATTEST:

Andy Petersen
Montgomery County Clerk

Carolyn Cooper
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Coffeen

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

WITNESSETH

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on March 5, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Coffeen, ILLINOIS

Michael J. [Signature]
Chairman, County Board

Wah [Signature]
Mayor

ATTEST:

Andy [Signature]
Montgomery County Clerk

Carolyn [Signature]
City Clerk

THIS DOCUMENT IS UNCLASSIFIED DATE 08/20/01 BY 60322 UCBAW/STP

Invoice

COPY

Montgomery County, Trustee
 Dennis D. Ballinger, Agent
 Post Office Box 1452
 Decatur, Illinois 62525
 (217) 429-5050
 Fax: (217) 429-5231

Date: April 27, 2007

To: Honorable Ron Jenkins Montgomery County Treasurer & Collector ATTN: Gale Post Office Box 596 Hillsboro, Illinois 62049	Ship to (if different address): N/A
--	---

SALESPERSON	ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B.	TERMS

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	2001 Tax Certificate No. 277 Parcel No. 16-000-225-00 Alt. # 15-09-400-004 Surrender Per County Board Resolution <i>Approval</i>	250.00	250.00
			0.00
SUBTOTAL			250.00
SALES TAX RATE %			
SALES TAX			0.00
SHIPPING & HANDLING			
TOTAL DUE			\$250.00

THANK YOU!

BOOK

COPY

STATE OF ILLINOIS
MONTGOMERY COUNTY

TAX SALE CERTIFICATE OF PURCHASE

CERTIFICATE NO.

000277

COUNTY TRUSTEE SANDY LEITHEISER
County Clerk in and for the County and State aforesaid DO HEREBY CERTIFY THAT
Court House in HILLSBORO ILLINOIS
of the State of ILLINOIS
did, on the day hereinafter set forth, purchase at Public Auction, at the
year 2001 and prior and paid as purchase money on said property the total amount of taxes, interest, penalties and costs thereon as stated herein.
the property below described, situated in the said County for the taxes, interest, penalties and costs due and unpaid thereon for the
TAX CLASS 0011

DATE OF SALE	PERMANENT INDEX NUMBER DESCRIPTION	TAX CODE	ACRES	TOTAL AMT. OF TAXES INT., PENALTIES & COSTS	AT WHAT RATE PERCENT SOLD
12/23/02	15-000-225-00 PT SE	16003	35.88	191.79	18.00
	8-5-225 15-09-400-004 BISHOP ROBERT L & ARMIDA 1900 MCKINLEY AVE		59 T08 R5		

RECEIVED THIS DAY OF DEC 23 2002 THE SUM OF 191.79 THE AMOUNT OF THE PURCHASE MONEY ON THE ABOVE PROPERTY.
ASSESSED TO: BISHOP ROBERT L & ARMIDA
MAIL TO: 1900 MCKINLEY AVE LITCHFIELD IL 62056-0000

COUNTY COLLECTOR

At any time after the expiration of the time of redemption, the above named purchaser, his heirs or assigns, will, upon application and compliance with the provisions of law pertaining thereto, be entitled to a Deed of Conveyance for any real estate herein described which shall not have been redeemed; provided, that unless the holder of this certificate shall take out said deed as entitled by law and file the same for record within one year from and after the time for redemption expires, the said certificate or deed, and the sale upon which it is based shall, from and after expiration of such one year, be absolutely null.

COUNTY CLERK
Sandy Leitheiser
COUNTY COLLECTOR

IN WITNESS WHEREOF, I hereunto affix my name above this

Invoice

COPY

Montgomery County, Trustee
 Dennis D. Ballinger, Agent
 Post Office Box 1452
 Decatur, Illinois 62525
 (217) 429-5050
 Fax: (217) 429-5231

Date: April 27, 2007

<p>To: Honorable Ron Jenkins Montgomery County Treasurer & Collector ATTN: Gale Post Office Box 596 Hillsboro, Illinois 62049</p>	<p>Ship to (if different address): N/A</p>
--	--

SALESPERSON	ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B.	TERMS

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	1993 Tax Certificate No. 151 Parcel No. 08-202-488-00 Alt. # 16-11-481-045 Sale of Property Per County Board Resolution <i>Approval</i>	175.00	175.00
			0.00
SUBTOTAL			175.00
SALES TAX RATE %			
SALES TAX			0.00
SHIPPING & HANDLING			
TOTAL DUE			\$175.00

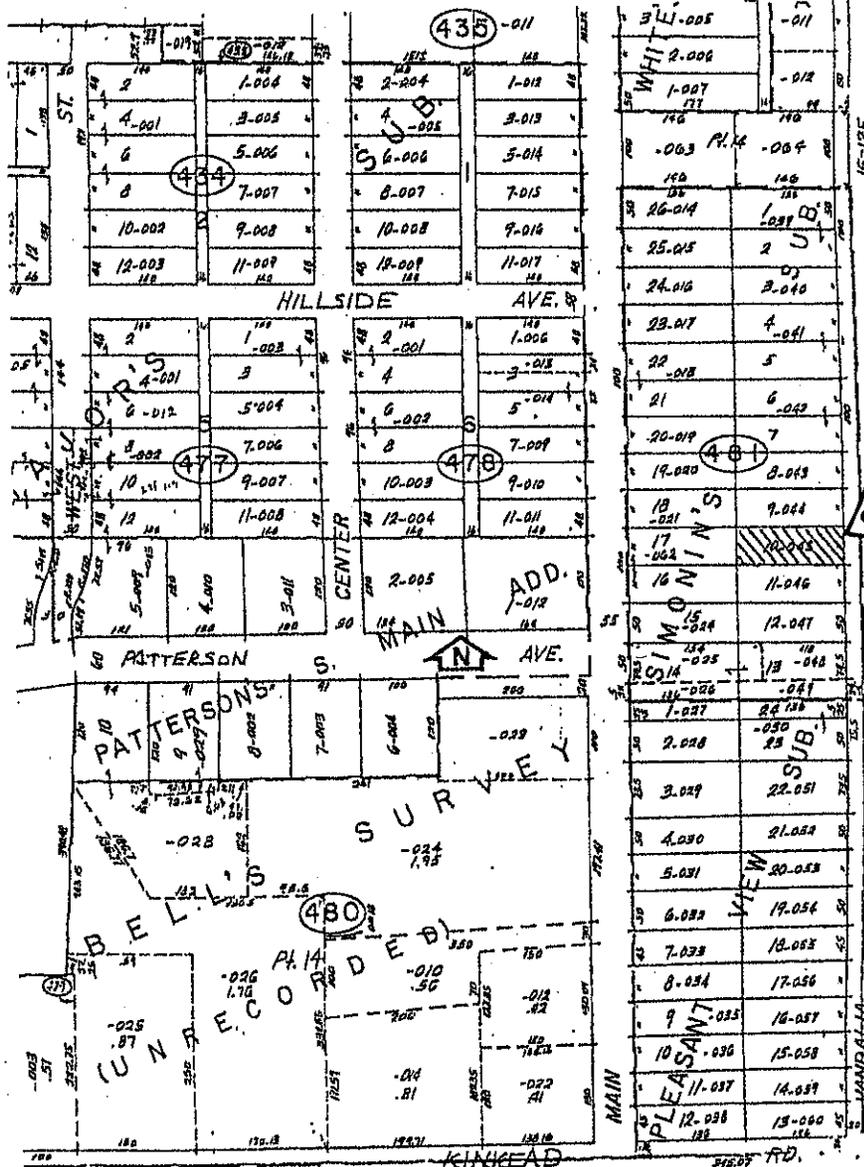
THANK YOU!

No Bid

ITEM	PARCEL NUMBER	UPSET PRICE
10-006	08-202-488-00 16-11-481-045	\$ 250.00

LEGAL DESCRIPTION

Lot Ten (10) in Simonins Additions to the City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois.



UNIMPROVED
W. Side Vandalia St South of Ida St
Hillsboro, IL

1993-9th sale

ALL PARCELS SHOULD BE INSPECTED-ADDRESS AND
PHYSICAL DESCRIPTION NOT GUARANTEED March 28, 2007 Page 11

16-114

The Forrestral Group, Inc.
4004 Morgan Ave., Suite 100, Evansville, Indiana 4771

AGREEMENT FOR CONSULTING SERVICES

1. **PARTIES:** Montgomery County Board, Montgomery County, Hillsboro, Illinois, the Client, hereby agrees to employ The Forrestral Group, Inc., Eugene Stuard, and its associates, as the Consultant(s) to provide services relating to the real property as further described in paragraph two (2) that follows.
2. **PROPERTY:** Located in Montgomery County, Illinois. Parcel ID #: 04-000-172-00 MAP/GIS # 21-10-108-002. The subject property is known as the Coffeen Power Plant. The subject property consists of an estimated \pm 533 acres of land and a leasehold interest in the \pm 1100 acre Coffeen Lake. The size and descriptions of the improvements are not known or available at the time of this agreement.
ASSIGNMENT OVERVIEW: This assignment is to provide consulting services to the Client to determine if the subject property is fairly and equitably assessed. An appraisal report shall be developed to assist the Client in estimating the market value of the subject property for property tax assessment. The consultant shall serve to assist the Client through the conferences with the property owner and/or their representatives in the event an adjustment is indicated by the appraisal. The consultant shall engage an appraiser property certified to complete the appraisal. The fees for the appraisal shall be paid by the consultant to the appraiser from the fees due the Consultant under this agreement.
3. **APPRAISAL OR APPRAISAL SERVICE:** It is agreed that consultant will not complete the appraisal or an opinion of value under this agreement. The Client and the Consultant agree that sub-contractors may be needed to complete this assignment, and that it is the Consultant's duty to supervise those activities and direct the necessary research and investigations as may be modified from time to time. The Consultant shall engage a qualified independent appraiser to develop the appraisal. The Consultant will monitor the appraisal process and the completion of the appraisal. The appraisal will be delivered in the original and (4) copies.
4. **COMPLETION** of the assignment shall be not more than One Hundred Eighty (180) days from the date of the execution of this agreement by the Montgomery County Board.
5. **PAYMENT FOR SERVICES: CONSULTANT'S FEE:** The Consultant agrees to perform the services as stated herein and to engage and pay the cost of the appraiser for a fee of Eighty-Three Thousand Seven Hundred Dollars (\$83,700.00). Fees shall be paid to the Consultant as follows:
 - a) **Retainer Fee:** Thirty (30%) Percent within fifteen (15) days from the date of the execution of this agreement as a retainer fee and payment toward the total fees due the Consultant.
 - b) The balance of the fees due the Consultant shall be paid within Thirty (30) days after the appraisal report has been delivered to the Montgomery County Board or the Montgomery County Supervisor of Assessments.
 - c) **Credit toward Consultant's Fees:** The Consultant agrees that certain credits will be made against the total fees as provided above.
 - 1) A credit of \$4,000 will be made in the event the property owner provides a set of engineering plans/construction plans/or blue prints that identifies the subject property's improvements including square feet and date of construction. (otherwise, the on-site inspection will require that all buildings and other improvements be measured and plat plans developed.
 - 2) A credit of \$3,000 will be made in the event the property owner provides a list of the improvements, date of constructions, and initial cost and current depreciation. (Otherwise, a visit to Springfield and a review of the company's records will be required)
 - 3) A credit of \$3,000 will be made in the event the property owner provides

the past five (5) years financial data (balance sheets –operating statements, i.e.) on the subject property. (Otherwise, a visit to Springfield and a review of the company's records will be required)

- 4) Any credit(s) from paragraph c (1-3) above shall be deducted from the final payment due the Consultant under this agreement.

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

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

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

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

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

6. AUTHORITY. Consultant and his subcontractors, if required, are hereby authorized to make on-site inspections of subject property at all reasonable times and with reasonable notice to management to obtain supporting property data, including but not limited to: Building plans, plats, deeds, legal descriptions, abstracts, income and expense data, leases, options, and to be furnished copies of relevant information as it may relate to the assignment. CLIENT'S AUTHORITY to execute this agreement is hereby warranted, and that Client has authority to enter into this agreement.
7. CONDITIONS. Any written documents will be prepared for the sole and exclusive use of Client, and shall not be reproduced, printed or distributed in any manner without written consent of Consultant.
8. WARRANTIES AND INDEMNITY. Consultant does not make any warranties or guarantees of any kind regarding the condition of the property. Results represent Consultant's opinions and recommendations, without any warranty. Client agrees to indemnify Consultant, his employees and independent contractors from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the consultant's actions. Consultant agrees to indemnify Client, Board Members and county employees from all claims, suits and charges of any nature that may arise out of this agreement that are a result of the consultant's actions.
9. GUIDANCE OF USPAP: This agreement is intended to follow guidance from Advisory Opinion # 21 as a non-appraisal practice assignment that permits valuation services that are not governed by the Uniform Standards of Professional Practice. USPAP requirements are that the service to be provided is not misrepresented. The client understands and agrees that the consultant is acting in the capacity of a representative of the Montgomery County Board, Chief County Assessment Officer and the Montgomery County Supervisor of Assessments in this matter and not as an appraiser and that the appraisal provided is to be completed by an independent fee appraiser.
10. APPRAISAL OF SUBJECT PROPERTY: The Client and the Consultant agree that as a part of this assignment, the Consultant will engage an appraiser that meets the requirements of a Illinois Certified General Appraiser to complete an appraisal of the subject property under a Real Property Appraisal and written as a Summary Appraisal Report. Said appraisal will be sufficient to present to the applicable Illinois Assessment Tax Appeal Boards supporting the Supervisor of Assessment's opinion of Market Value and Assessed Value. The appraisal engaged to complete the appraisal shall comply with the appropriate appraisal regulations and laws regarding licensing and/or certification in the State of Illinois.

11. **APPRAISAL FEES:** The consultant and client agree that the expense for the appraiser(s) is to be paid directly by the Consultant. The Client shall be responsible for any fees due the appraiser for depositions and/or testimony before the applicable Illinois County or State Tax Boards at a cost not to exceed \$150.00 per hour plus expenses of travel and lodging. The Consultant will pay for the appraiser to be available for not more than one (1) day of court hearing or Appeal Board Hearing at no cost to the County or the Supervisor of Assessments.
12. **CONFIDENTIALLY:** The client and the consultant agree that each will be exposed to certain confidential procedures, research, property lists, files, documents and proprietary data. The client and consultant agree to use their best efforts to protect said confidential procedures, research, property lists, files, documents and proprietary data to the best of their ability. The parties agree that the information and data required in the process of conducting conferences, and as required as a part of the appeal process at the county and state level, is generally not considered confidential unless so declared in advance by the property owner and approved by the applicable tax board.
13. **Scope of Work:** The scope of work shall consist of a review of the assignment to determine the extent of research and analysis required, which shall include an inspection of the property, a review of public records, and a review of the requirements of the appraisal services. The Consultant will rely on other professional's opinions as to the extent of the release of contaminates (if any), and their proximity to the properties as listed above. The appraiser engaged to complete the appraisal will be instructed that the scope of work will consist of application of acceptable appraisal methodology and a final determination of the market value. Services shall consist of consultation with the Montgomery County Board of Commissions and the Montgomery County Supervisor or Assessments. A major consideration in the scope of work is the investigation into how a utility such as the Coffeen Power Plant should be appraised in the State of Illinois to property comply with case law and directions from the various applicable Illinois agencies. It is acknowledged by the client that the scope of work will likely be modified as the assignment proceeds to properly develop the methodology, techniques, and applicable standards of value for instructions to the appraiser and extent of the assignment.

Effective date of agreement is the 5th day of Mar, the year of 2007

Michael Plunkett, Chairman of the Board X <i>[Signature]</i> Date: <u>5/8/07</u>	Eugene Stuard, Consultant X <i>[Signature]</i> Date: <u>3/26/07</u>
Montgomery County Board c/o Julia E. Kiefer, CIAO Supervisor of Assessments, Montgomery County Historic Courthouse, 3 rd Floor Hillsboro, Illinois 62049	The Forrestal Group, Inc. 4004 Morgan Ave., Suite 100 Evansville, Indiana 47715 Mailing Address: P. O. Box 4836 Evansville, Indiana 47724-0836
Phone#: (217) 532-9595 Ext # 589 Fax: (217) 532-9599 Email: julielpk@hotmail.com	Phone #: (812) 421-1730 (800) 847-5982 Fax #: (812)-491-2266 e-mail: gstuard@forrestal.net

BOOK

7 PAGE 128



CHRIS MATOUSH
State's Attorney
Montgomery County Courthouse
120 North Main Street, Rm. 212
Hillsboro, Illinois 62049
(217) 532-9551

MEMORANDUM

TO: Sandy Leitheiser
FROM: CHRIS MATOUSH
RE: Broadband Intergovernmental Agreement
DATE: May 9, 2007

Sandy:

I realize that the County Board met yesterday (5/8/07) and approved an intergovernmental agreement between the State of Illinois, Macoupin County, and Montgomery County regarding the Illinois Century Network Broadband Initiative. It is my understanding that the Montgomery County Board May Agenda did not indicate that this Intergovernmental Agreement was up for approval. Therefore, I suggest that the Montgomery County Board endorse the May approval of this Intergovernmental Agreement issue during their June meeting and print this on the June agenda when it is published and available to the public when the agenda is released.

If you have any questions feel free to call me.

A handwritten signature in cursive script, appearing to read "Chris Matoush".

Demuzio Intergovernmental Agreement

March 26, 2007

**STATE OF ILLINOIS
ILLINOIS CENTURY NETWORK*****Intergovernmental Agreement***

This agreement is made and entered by and between the Illinois Department of Central Management Services, Bureau of Communications and Computer Services (hereinafter called "BCCS") and the Boards of two Counties in Illinois, the Macoupin County Board (hereinafter called "Macoupin County") and the Montgomery County Board (hereinafter called "Montgomery County" and the two Counties together called "Macoupin and Montgomery Counties").

WHEREAS, the BCCS is responsible for the administration and management of the State's IT and telecommunications resources; and

WHEREAS, the State of Illinois has allocated funding to allow for a Pilot Project in Macoupin and Montgomery Counties (hereinafter called "Demuzio Initiative") to examine the potential positive impact on economic and community development that may be achieved via the increased availability of high speed broadband services; and

WHEREAS, a Request for Proposals for the Vince Demuzio Rural Broadband Initiative, Macoupin and Montgomery Counties, Illinois, Reference Number CMS 23239 (hereinafter called "Demuzio RFP") was issued on February 21, 2007; and

WHEREAS, the following entities have agreed to work cooperatively to further the objectives of the Demuzio Initiative: the BCCS, the Lieutenant Governor, and Macoupin and Montgomery Counties;

NOW THEREFORE, in consideration of these premises and the mutual promises set forth herein, the parties hereby agree as follows:

(1) **Services:** The State of Illinois, via this Intergovernmental Agreement, will provide funding to Macoupin and Montgomery Counties for the sole purpose of securing the services of the vendor(s) that come into contract with the BCCS as a direct result of the Demuzio RFP. Macoupin and Montgomery Counties agree that the funding will be used only for the purposes of payment of vendor invoices for the Demuzio Initiative that have been pre-approved by the Office of the Lieutenant Governor and the BCCS. The Office of the Lieutenant Governor and the BCCS agree that they will approve only those invoices for which there is sufficient funding as provided for via this agreement. Specific

deliverables and guidelines of the invoice approval and payment process are outlined in Attachment A.

(2) Expenses: Macoupin and Montgomery Counties, via this Intergovernmental Agreement, agree that funding for the Demuzio Initiative shall be kept secure and shall only be expended in the manner as outlined in Attachment A. Macoupin and Montgomery Counties understand and agree that the funding provided via this Intergovernmental Agreement does not obligate the State to provide any additional funding for the Demuzio Initiative.

(3) Agreement Amount: The total amount provided to Macoupin and Montgomery Counties under this agreement shall not exceed \$700,000.

(4) Billing: The procedures whereby Macoupin and Montgomery Counties will process payment of approved invoices for the Demuzio Initiative are described in Attachment A. There is no obligation on Macoupin and Montgomery Counties to undertake any expense or pay any invoices in relation to the Demuzio Initiative other than those invoices that are pre-approved by the Office of the Lieutenant Governor and the BCCS and for which funding has been made available under this Agreement.

(5) Term: The term of the Agreement shall extend to such time as the funding has been expended, or seven years, as may be appropriate depending on the contract(s) with the vendor(s) chosen as a direct result of the RFP.

(6) Termination: This agreement may be terminated by either party upon thirty (30) days written notice. Upon termination, any funding for the Demuzio Initiative that has not been expended by Macoupin and Montgomery Counties shall be returned to the BCCS.

(7) Work Product: All documents, including Initiative project reports and payment schedules, shall become available to the BCCS and to Macoupin and Montgomery Counties. All equipment and services that are purchased via the approved Demuzio Initiative invoices shall initially remain under the purview of the BCCS. The BCCS and Macoupin and Montgomery Counties may choose to discuss options for future ownership and/or control of these elements of equipment and services at a future time, as may be appropriate and by mutual agreement.

(8) Laws of Illinois: This agreement shall be governed in all respects by the laws of the State of Illinois.

Illinois Department of Central
Management Services

Macoupin County

By: _____

By: _____

Date: _____

Date: _____

Office of the Lieutenant
Governor:

Montgomery County

By: _____

By: Michael S. Blitt

Date: _____

Date: 5/8/07

Vince Demuzio Rural Broadband Initiative

Attachment A: Project Objectives, Deliverables, Allowable Expenditures, and Approval Process

PROJECT OBJECTIVES AND PROCESS:

1. Introduction and Background

In Executive Order Number 9 from the Year 2005, Governor Rod Blagojevich addressed the importance of broadband development for the State of Illinois with the objective of universal, competitive, and affordable advanced telecommunications services in all parts of the State.

The Executive Order created the Illinois Broadband Deployment Council, headed by Lieutenant Governor Patrick Quinn, which includes a number of State Agencies and Departments, including the Department of Central Management Services. The Executive Order urged the State Departments and the State General Assembly to work together to develop programs to improve access to broadband throughout Illinois.

2. Overall Objective

The objective of this Initiative is the implementation of high-speed data transmission facilities for the provision of advanced telecommunications infrastructure and services to underserved areas of Macoupin and Montgomery Counties.

3. Process for Implementation

A. There are several different levels of underserved areas in the two counties. This project attempts to address the most significant needs of the public and private sectors. In order to be fiscally prudent, the State is seeking to aggregate demand and identify public sector assets that can be used to improve communications infrastructure in a cost-efficient manner.

The State envisions a Public-Private Partnership that includes the following aspects:

- Put aggregated demand out to bid
- Encourage use of public assets to hold down costs
- Outsourced approach
- Design-Build-Operate Model, based on specifications for:
 - Establishment of a Network Backbone that can continue to grow
 - Establishment of Last-mile requirements, that can continue to grow
 - Universal standards
 - Meeting the most significant categories of need

B. Distribution and Oversight of Funding: While the State will distribute some level of funding, if warranted, and provide initial oversight, the State believes it is important that oversight be shared with stakeholders in Macoupin and Montgomery Counties. Toward that end, a not-for-profit umbrella organization will be utilized to provide local input.

C. Ongoing Project Management: The not-for-profit organization will also be utilized to provide oversight and policy management on an ongoing basis. Existing non-profit entities such as the economic development councils can provide a basis, with membership extended to include representatives of the public safety, education, and health sectors, among others.

D. Strategic Direction and Growth: It is likely that the initial implementation may not be able to address all the needs of the two Counties. One of the positives of having local input is to help ensure that the best use of the funding can be identified. The not-for-profit organization can, over time, help determine the best options for sustainability and growth, both in terms of geography and also the service needs of the communities.

E. Use of State and Public Sector Assets: The State intends to leverage its real estate holdings, as well as rights it may secure to assets owned by local public and private sector entities, to stimulate private investments and provide maximum value for the community. The State will coordinate with the two Counties to secure access to public sector facilities such as towers and poles which are deployed in the public rights-of-way, and will work with local entities to determine which facilities will be available to be used and the procedures to be employed.

PROJECT DELIVERABLES:

Two types of deliverables are described below, to make clear what is included in this Agreement.

1. Deliverables for the Vince Demuzio Rural Broadband Initiative

The deliverables for the Initiative include a contract for the development, construction, operation, maintenance, and management of high speed bandwidth infrastructure and services. Macoupin and Montgomery Counties are not responsible for these deliverables.

2. Deliverables for this Intergovernmental Agreement

The deliverables for this Agreement are as follows:

- Funding is transferred from the State to Macoupin and Montgomery Counties.
- The funding is held in a secure fashion, as agreed to by the two Counties and the State.
- The funding will be used for allowable expenditures, as described below.
- The funding will be used for payment of approved invoices. That process is described below.
- If the funding is not fully expended, the two Counties will return the unspent funding to the State, or will cooperate with the State in the handling of such funding.
- While Macoupin and Montgomery Counties are not responsible for implementing the project, or for any specific activity that may be involved in project implementation, all the parties to this Agreement share the belief that the success of this project would be a positive step toward improved community and economic development in Macoupin and Montgomery Counties.

ALLOWABLE EXPENDITURES:

Allowable expenditures could include any, or more than one, of the following, with the stipulation that such expenditures must be directly related to the outcome of the evaluation of the responses to the Demuzio RFP:

- Equipment purchases
- Installation costs
- Bandwidth costs
- Services costs
- Maintenance and repair costs
- Operating costs
- Insurance costs

Any expenditure of the funding described in this Agreement that is not directly related to the outcomes of the Demuzio RFP, and that is not for equipment or services as listed immediately above, is not allowable per this Agreement.

APPROVAL PROCESS:

The approval process for payment of invoices shall be as follows:

1. Vendor(s) submits invoices to the Office of the Lieutenant Governor.
2. Invoices are approved by the Lt. Governor or his designee.
3. Invoices are submitted to Central Management Services.
4. Invoices are approved by CMS and copies of the invoices and the two State approvals are provided to Macoupin and Montgomery Counties, for payment from the funding described in this Agreement.
5. Macoupin and Montgomery Counties may raise issues to be dealt with by the Vendor(s) prior to payment (for contracted services that are not completed), if such is appropriate.
6. Macoupin and Montgomery Counties process the invoices and complete payment to the Vendor(s), and provide copies of payment documentation to the Lt. Governor's Office and CMS.

MAY BE AMENDED:

This Agreement may be amended upon written agreement by all the parties included herein, as may be appropriate.

RESOLUTION 07-03

TO AMEND FISCAL YEAR 2007 FINANCIAL APPROPRIATION ORDINANCE

WHEREAS, the Finance Committee of Montgomery County has reviewed the FY 07 APPROPRIATION ORDINANCE and determined a need to increase said ORDINANCE by Twenty-one Thousand, Five Hundred Fifty Dollars and No Cents (\$21,550.00) for the purpose of:

Veterans Assistance Commission \$ 21,550

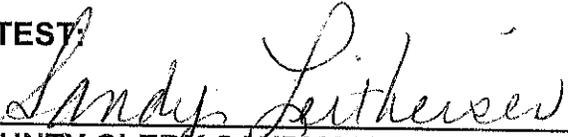
WHEREAS, said Committee has duly considered said amendment in light of the financial condition of said County, and

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

BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in regular scheduled session of its June meeting in the year 2007, that the attached Amendment #1 to its Annual Financial Appropriation Ordinance for Fiscal Year 2007 which commenced December 1, 2006, and ends November 30, 2007, is hereby adopted and approved, said Amendment #1 setting forth amended appropriation totaling the sum of Nineteen Million, Seventy-seven Thousand, Three Hundred Forty Dollars and No Cents (\$19,077,340.00).

APPROVED and ADOPTED this 12th day of June, 2007.


CHAIRMAN MIKE PLUNKETT

ATTEST

COUNTY CLERK SANDY LEITHEISER

AYES: 21
NAYES: 0
PRESENT: 21
ABSENT: 0

AMENDMENT #1 JUNE 12, 2007

**COUNTY OF MONTGOMERY
STATE OF ILLINOIS
ANNUAL APPROPRIATION ORDINANCE
FISCAL YEAR 2007**

BEGINNING DECEMBER 1, 2006 AND ENDING NOVEMBER 30, 2007

FUND DESCRIPTION	FUND-ACCT-OFFICE	ORIGINAL APPROPRIATION	AMENDMENTS	AMENDED APPROPRIATION
VETERANS ASSISTANCE COMMISSION:				
ADMINISTRATIVE -				
Salary - VAC Superintendent	284-510.001-284	32,137	-	32,137
Maintenance/Service Contracts	284-520.008-284	575	-	575
Telephone	284-520.012-284	2,400	-	2,400
Gas/Electric	284-520.013-284	3,600	-	3,600
Travel	284-520.015-284	800	-	800
Postage	284-520.016-284	200	-	200
Printing	284-520.017-284	300	-	300
Liability Insurance	284-520.024-284	500	-	500
Janitorial Service	284-520.027-284	-	1,500	1,500
Dues/Subscriptions	284-520.028-284	150	-	150
Training	284-520.029-284	900	-	900
Office Rent	284-520.082-284	6,300	-	6,300
Internet Service	284-520.111-284	480	-	480
Office Supplies	284-530.001-284	500	-	500
Office Furniture	284-530.010-284	250	-	250
Reference Materials	284-530.018-284	150	-	150
TOTAL ADMINISTRATIVE		49,242	1,500	50,742
AID TO VETERANS -				
Water/Sewer	284-520.014-284	100	100	200
Gas/Electric	284-520.034-284	2,245	-	2,245
Food	284-520.036-284	300	250	550
Physician Services	284-520.117-284	250	700	950
Transportation	284-520.118-284	7,000	15,000	22,000
Heating Fuel	284-530.007-284	250	-	250
Clothing	284-530.012-284	100	-	100
Personal Hygiene	284-530.013-284	50	-	50
Shelter	284-530.016-284	1,200	4,000	5,200
Household Incidentals	284-530.048-284	100	-	100
Prescription Drugs	284-530.070-284	300	-	300
Transient Assistance	284-540.027-284	650	-	650
TOTAL AID TO VETERANS		12,545	20,050	32,595
TOTAL VETERANS ASSISTANCE COMMISSION		61,787	21,550	83,337
GRAND TOTAL ALL FUNDS		19,055,790	21,550	19,077,340

New Release
Montgomery County Real Estate Tax Bills
2006 payable 2007

The Montgomery County real estate tax bills for the assessment year of 2006 payable 2007 will be late. The reason for delay is the Department of Revenue mandated implementation of Farm Bulletin 810, and the delayed sales ratio received from the Department of Revenue.

The sales ratio was not received by the county until the end of January 2007, which was six months late. If the sales ratio was in possession by the county on time and had the county not been required by the Department of Revenue to implement Farm Bulletin 810 (which uses updated aerial photography and soil test to find the production capacities of individual acres of land), the township factors would have been applied and the 30-day time frame of the Board of Review would have started mid-December 2006.

Anticipated mailing of the tax bills will be October 2007.

Julia Kiefer
Montgomery County
Supervisor of Assessments

RESOLUTION NO. 07-04

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

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

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

The Southwest Half (SW 1/2) of Lot Three (3), excepting Twenty-nine (29) inches off the Southwest side thereof, in Block Four (4) in the Original Town, now Village of Irving, Montgomery County Illinois.

Parcel Index # 09-000-826-00

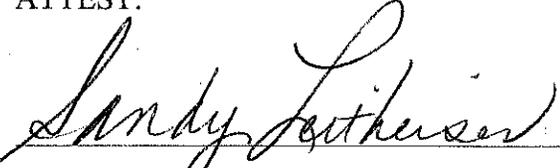
as described in Certificate No. 000156 sold December 15, 2003.

WHEREAS, a public auction was held March 28, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of June, 2007.


CHAIRMAN

ATTEST:

Clerk of the Board

79-000-826-00

PLAT ACT - AFFIDAVIT

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

765 ILCS 205/1 States in part: Instrument 200700039806 Book Page DR 1201 119

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

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

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

Affiant Signature (with handwritten signature)

Subscribed and Sworn to before me this 21 day of May, 2006

Notary Public (with handwritten signature)



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

COPY

RESOLUTION NO. 07-05

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 08-100-013-00

as described in Certificate No. 107 sold October 29, 2001.

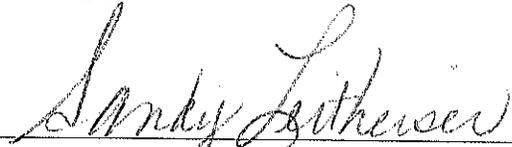
WHEREAS, a public auction was held March 28, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of June, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

Permanent Index No.: 08-100-013-00

**ATTACHMENT
LEGAL DESCRIPTION**

That Part of the Southwest Quarter of the Northwest Quarter Section One (1), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, being described as follows: Beginning at a point Fifty-five and fourteen Hundredths (55.14) South of the Northeast corner; thence South Eighty-Three degrees (83°) West to Shoal Creek; thence Easterly along Shoal Creek to the East Line of said Section Eight (8), thence North along said Section Line to the point of beginning, all situated in Montgomery County, State of Illinois. 16-01-101-003

DEED

200700039809
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
06-13-2007 At 01:19 pm.
QUIT CLAIM 29.00
OR Book 1201 Page 124 - 126
Instrument Book Page
200700039809 OR 1201 124

Return Deed &
Mail Tax Statement To:

Roger McFarlin
400 Rountree
Hillsboro, IL 62049

COPY

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 08-100-013-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 12th day of June, 2007.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

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

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

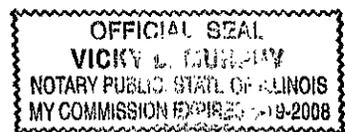
Given under my hand and notarial seal, this 12th day of June 2007.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



~~800Y~~

7 PAGE 144

Permanent Index No.: 08-100-013-00

**ATTACHMENT
LEGAL DESCRIPTION**

That Part of the Southwest Quarter of the Northwest Quarter Section One (1), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, being described as follows: Beginning at a point Fifty-five and fourteen Hundredths (55.14) South of the Northeast corner; thence South Eighty-Three degrees (83°) West to Shoal Creek; thence Easterly along Shoal Creek to the East Line of said Section Eight (8), thence North along said Section Line to the point of beginning, all situated in Montgomery County, State of Illinois. 16-01-101-003

COPY

00-013-00

PLAT ACT - AFFIDAVIT

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

765 ILCS 205/1 States in part: Instrument Book Page 200700037809 OR 1201 126

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

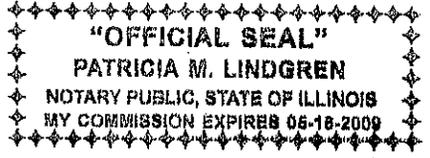
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 21 day of May, 2007.

[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

GUPY

RESOLUTION NO. 07-06

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

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

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

Lot Three Hundred Six (306) in Block Twenty-two (22) in the First Addition to the Village of Panama, situated in the Village of Panama, County of Montgomery, State of Illinois.

Parcel Index # 06-000-908-00

as described in Certificate No. 000079 sold December 15, 2003.

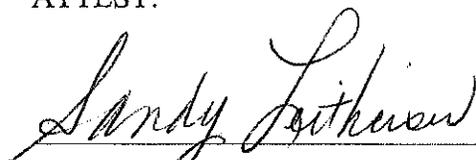
WHEREAS, a public auction was held March 28, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of June, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

DEED

BOOK 7 PAGE 147

Return Deed & Mail Tax Statement To:

Melvin D and Sharon R. S. Mollett
P. O. Box 707
Panama, IL 62077

COPY

200700039807
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
06-13-2007 At 01:19 pm.
QUIT CLAIM 29.00
DR Book 1201 Page 120 - 121
Instrument Book Page
200700039807 DR 1201 120

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

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

Lot Three Hundred Six (306) in Block Twenty-two (22) in the First Addition to the Village of Panama, situated in the Village of Panama, County of Montgomery, State of Illinois.

Permanent Index No.: 06-000-908-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 12th day of June, 2007.

ATTEST
Sandy Leithaiser
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

Given under my hand and notarial seal, this 12th day of June, 2007.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



06-000-908-00

765 ILCS 205/1 States in part:

Instrument 200700039807 Book Page DR 1201 121

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

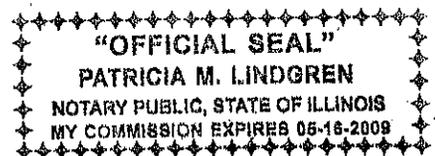
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 21 day of May, 2007

[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

COPY

RESOLUTION NO. 07-07

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 04-001-220-00

as described in Certificate No. 53 sold October 29, 2001.

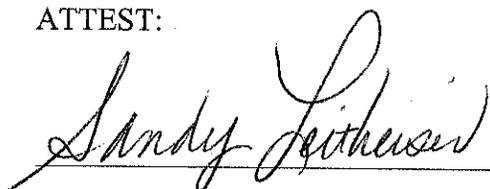
WHEREAS, a public auction was held March 28, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of June, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

Clerk of the Board

Permanent Index No.: 04-001-220-00

**ATTACHMENT
LEGAL DESCRIPTION**

A part of Tract "A" of the Plat of Hardebeck's Second Addition, as recorded in Plat Book 1, page 27, being part of S 1/2 of Section Six (6), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point 181.5 feet North of the Southeast corner of Tract "A", thence running North 60 feet, thence running East 240 feet, thence running South 60 feet, thence running East 24 feet to the place of beginning, excepting all coal rights underlying said premises, and the right to mine and remove the same, situated in the County of Montgomery, in the State of Illinois. 8-3-1220 17-06-376-005

Permanent Index No.: 04-001-220-00

**ATTACHMENT
LEGAL DESCRIPTION**

A part of Tract "A" of the Plat of Hardebeck's Second Addition, as recorded in Plat Book 1, page 27, being part of S 1/2 of Section Six (6), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point 181.5 feet North of the Southeast corner of Tract "A", thence running North 60 feet, thence running East 240 feet, thence running South 60 feet, thence running East 24 feet to the place of beginning, excepting all coal rights underlying said premises, and the right to mine and remove the same, situated in the County of Montgomery, in the State of Illinois. 8-3-1220 17-06-376-005

COPY

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY

CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

Instrument 200700039810 Book Page 1201 129

04-001-220-00

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

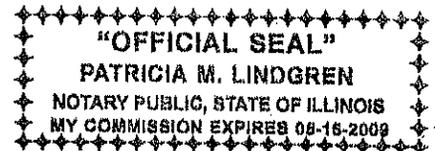
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 21 day of May, 2007

[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

COPY

RESOLUTION NO. 07-08

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 01-000-876-00

as described in Certificate No. 000004 sold December 15, 2003.

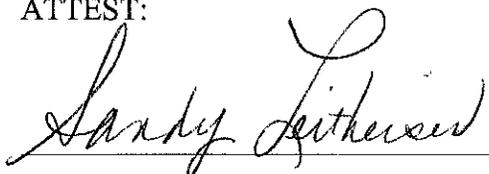
WHEREAS, a public auction was held March 28, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of June, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

Clerk of the Board

Permanent Index No.: 01-000-876-00

**ATTACHMENT
LEGAL DESCRIPTION**

Lots Fourteen (14) and Fifteen (15) in Block Eight (8) in the Village of Ohlman, sometimes known as Schuyler's Addition to Ohlman, situated in the Village of Ohlman, Montgomery County Illinois, SUBJECT to all public roadways, streets, alleys, highways, sidewalks, restrictions, reservations, rights of way and easements of record or apparent and EXCEPTING all coal, oil gas and other mineral rights previously conveyed or reserved, if any, together with the right to mine and remove same. Situated in the County of Montgomery and the State of Illinois.

DEED

200700039811
 Filed for Record in
 MONTGOMERY COUNTY, IL
 SANDY LEITHEISER
 06-13-2007 At 01:19 pm.
 QUIT CLAIM 29.00
 OR Book 1201 Page 130 - 132
 Instrument Book Page
 200700039811 OR 1201 130

Return Deed &
 Mail Tax Statement To:

Mitchell K. Wood
 207 S. Walnut PO Box 103
 Ohlman, IL 62076

COPY

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

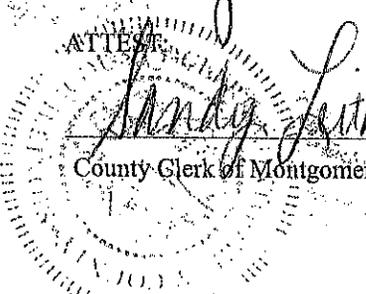
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 01-000-876-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 12th day of June, 2007.

ATTEST:

 Sandy Leithaiser
 County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

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

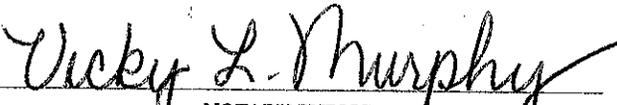
STATE OF ILLINOIS)
) ss.
 COUNTY OF MONTGOMERY)

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

Given under my hand and notarial seal, this 12th day of June, 2007.

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


 Buyer, Seller or Representative


 Vicky L. Murphy
 NOTARY PUBLIC

OFFICIAL SEAL
 VICKY L. MURPHY
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 5-19-2008

Permanent Index No.: 01-000-876-00

**ATTACHMENT
LEGAL DESCRIPTION**

Lots Fourteen (14) and Fifteen (15) in Block Eight (8) in the Village of Ohlman, sometimes known as Schuyler's Addition to Ohlman, situated in the Village of Ohlman, Montgomery County Illinois, SUBJECT to all public roadways, streets, alleys, highways, sidewalks, restrictions, reservations, rights of way and easements of record or apparent and EXCEPTING all coal, oil gas and other mineral rights previously conveyed or reserved, if any, together with the right to mine and remove same. Situated in the County of Montgomery and the State of Illinois.

COPY

01-000-876-00

Instrument 200700039811 OR 1201 132

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

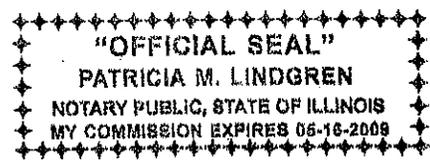
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

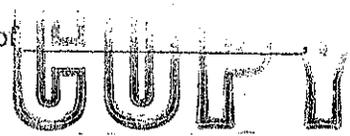
Subscribed and Sworn to before me this 21 day of May, 2007.

[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



RESOLUTION NO. 07-09

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

The North 86 feet of Lot Nine (9) in Block Forty-seven (47) of P.C. Huggins' Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois.

Parcel Index # 16-000-750-00

as described in Certificate No. 000281 sold December 15, 2003.

WHEREAS, a public auction was held March 28, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of June, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

DEED

BOOK 7 PAGE 160

200700039808
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
06-13-2007 At 01:19 pm.
QUIT CLAIM 29.00
DR Book 1201 Page 122 - 123
Instrument Book Page
200700039808 DR 1201 122

COPY

Return Deed &
Mail Tax Statement To:

City of Litchfield
120 East Ryder
Litchfield, IL 62056

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

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

The North 86 feet of Lot Nine (9) in Block Forty-seven (47) of P.C. Huggins' Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois.

Permanent Index No.: 16-000-750-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 12th day of June, 2007.

ATTEST

MONTGOMERY COUNTY, TRUSTEE

County Clerk of Montgomery County, Illinois

Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) ss.

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

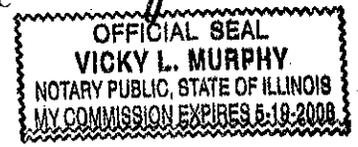
Given under my hand and notarial seal, this 12th day of June 2007.

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

Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



PLAT ACT - AFFIDAVIT

BOOK 7 PAGE 161
Instrument Book Page
200700039808 DR 1201 123

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:

16-000-750-00

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

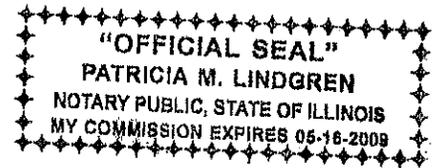
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 21 day of May, 2007

[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

GUPY

MONTGOMERY COUNTY ORDINANCE #07-10
REGULATING THE GRANTING OF PERMITS FOR PYROTECHNIC DISPLAY
FIREWORKS AND CONSUMER FIREWORKS DISPLAYS

Whereas, Public Act 94-0658 authorizes County Boards to adopt reasonable rules and regulations for the granting of permits for pyrotechnic and consumer fireworks displays in the unincorporated areas of the county; and

Whereas, the County Board of Montgomery County, Illinois deems it necessary and in the public interest to enact an Ordinance establishing such rules and regulations for the granting of such permits so long as such displays are not hazardous to property or dangerous to any person or persons; now therefore,

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

1.01 Definitions

As used in this Ordinance, the following words shall have the following meanings:

“1.3G Fireworks” means those fireworks used for professional outdoor displays and classified as fireworks UN0333, UN0334, or UN0335 by the United States Department of Transportation under 49 C.F.R. 172.101.

“Consumer Fireworks” means those fireworks that must comply with the construction, chemical composition, and labeling regulations of the US Consumer Products Safety Commission, as set forth in 16 CFR Parts 1500 and 1507, and classified as fireworks UN0336 or UN0337 by the United States Department of Transportation under 49 CFR 172.101. “Consumer Fireworks” shall not include snake or glow worm pellets; smoke devices; trick noisemakers known as “party poppers,” “booby traps,” “snappers,” “trick matches,” “cigarette loads,” and “auto burglar alarms”; sparklers; toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps that contain less than twenty hundredths grains of explosive mixture; the sale and use of which shall be permitted at all times.

“Consumer Fireworks Display” or “Consumer Display” means the detonation, ignition or deflagration of consumer fireworks to produce a visual or audible effect.

“Consumer Operator” means an adult individual who is responsible for the safety, setup, and discharge of the consumer fireworks display and who has completed the training required in 425 ILCS 35/2.2.

“Display Fireworks” means 1.3G or special fireworks or as further defined in the Pyrotechnic Operator Licensing Act. (225 ILCS 227/1 et seq.)

“Lead Pyrotechnic Operator” means an individual who is responsible for the safety, setup and discharge of the pyrotechnic display and who is licensed pursuant to the Pyrotechnic Operator Licensing Act (225 ILCS 227/1 et seq.)

“Person” means an individual, firm, corporation, association, partnership, company, consortium, joint venture, or commercial entity.

"Pyrotechnic Display" means the detonation, ignition, or deflagration of display fireworks or flame effects to produce visual or audible effects of an exhibitional nature before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Pyrotechnic Operator Licensing Act. (225 ILCS 227/1 et seq.)

1.02 Possession, Sale, and Use of Fireworks

Except as hereinafter provided it shall be unlawful for any person, firm, co-partnership, or corporation to knowingly possess, offer for sale, expose for sale, sell at retail, or use or explode any display fireworks, flame effects, or consumer fireworks; provided that city councils in cities, the president and board of trustees in villages and incorporated towns, and outside the corporate limits of cities, villages and incorporated towns, the county board, shall have power to adopt reasonable rules and regulations for the granting of permits for pyrotechnic and consumer displays. (Source: 425 ILCS 35/2, PA 93-263, eff. 7-22-03; 94-658, eff. 1-1-06.)

1.03 Pyrotechnic Displays

Pyrotechnic displays of display fireworks in the unincorporated areas of Montgomery County shall be permitted upon compliance with the following conditions:

- A. All persons shall file an application for a pyrotechnic display permit at least 15 days in advance of the date of the pyrotechnic display.
- B. The application for a pyrotechnic display permit shall contain identifying information for the person sponsoring the display, the exact location of the display, the exact date and time of the display, and identifying information for the individual who is the licensed lead pyrotechnic operator supervising the display.
- C. The application shall be accompanied by a certificate of insurance from an insurance company licensed to do business in the State of Illinois evidencing a minimum of \$1,000,000 in liability coverage.
- D. The application shall be accompanied by a current and valid copy of the lead pyrotechnic operator's license.
- E. The application shall also be accompanied by a written approval letter or permit issued by the chief of the fire department providing fire protection coverage to the area of the display, or his or her designee, in accordance with State law.
- F. After the permit has been granted, the possession use and display of display fireworks shall be lawful for that purpose only. No permit granted hereunder shall be transferable.
- G. No permit shall be required for supervised displays of State or County fair associations.
- H. Provided that the application requirements have been met by the applicant, a Pyrotechnic Fireworks Display Permit shall be issued by the Montgomery County Clerk.

1.04 Consumer Displays

Each consumer display shall be handled by a competent individual who has received training from a consumer fireworks training class approved by the Office of the State Fire Marshal. Applications for consumer display permits shall be made in writing at least 15 days in advance of the date of the display, unless agreed to otherwise by the local jurisdiction issuing the permit and the fire chief of the jurisdiction in which the display will occur. After a permit has been granted, sales, possession, use, and distribution of consumer fireworks for display shall be lawful for that purpose only. No permit granted hereunder shall be transferable. The application shall be accompanied by a certificate of insurance from an insurance company licensed to do business in the State of Illinois evidencing a minimum of \$1,000,000 per occurrence for bodily injury and property damage.

Permits may be granted hereunder to any adult individual applying for a permit who provides proof that he or she has received the requisite training. The local jurisdiction issuing the permit is authorized to conduct a criminal background check of the applicant if deemed necessary as a condition of issuing a permit.

A permit shall be issued only after inspection of the display site by the fire chief providing fire protection coverage to the area of display, or his or her designee, to determine that the display is in full compliance with the rules adopted by the State Fire Marshal.

(Source: P.A. 94-658, eff. 1-1-06.)

1.05 Adoption by Reference

The rules and regulations as may from time to time be amended, for the administration of the Fireworks Use Act (425 ILCS 35/0.01 et seq.) by the State Fire Marshall, including, but not limited to, National Fire Protection Association (NFPA) 1123 guidelines for outdoor displays, NFPA 1126 guidelines for proximate audience displays, audience proximity distances for consumer display fireworks and the list of approved consumer fireworks are adopted herein by reference.

1.06 Penalty

Any person violating any provision of this Ordinance shall be guilty of a petty offense punishable by a fine of not to exceed \$500.00.

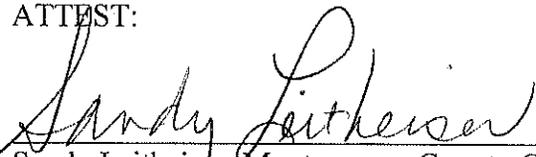
Adopted this 12th day of June, 2007.

APPROVED:



Mikel Plunkett, Montgomery County Board Chairman
Montgomery County, Illinois

ATTEST:



Sandy Leitheiser, Montgomery County Clerk
Montgomery County, Illinois

FIRE SAFETY
(425 ILCS 35/) Fireworks Use Act.

(425 ILCS 35/0.01) (from Ch. 127 1/2, par. 126.9)

Sec. 0.01. Short title. This Act may be cited as the Fireworks Use Act.
(Source: P.A. 86-1324.)

(425 ILCS 35/1) (from Ch. 127 1/2, par. 127)

Sec. 1. Definitions. As used in this Act, the following words shall have the following meanings:

"1.3G fireworks" means those fireworks used for professional outdoor displays and classified as fireworks UN0333, UN0334, or UN0335 by the United States Department of Transportation under 49 C.F.R. 172.101.

"Consumer distributor" means any person who distributes, offers for sale, sells, or exchanges for consideration consumer fireworks in Illinois to another distributor or directly to any retailer or person for resale.

"Consumer fireworks" means those fireworks that must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Products Safety Commission, as set forth in 16 C.F.R. Parts 1500 and 1507, and classified as fireworks UN0336 or UN0337 by the United States Department of Transportation under 49 C.F.R. 172.101. "Consumer fireworks" shall not include snake or glow worm pellets; smoke devices; trick noisemakers known as "party poppers", "booby traps", "snappers", "trick matches", "cigarette loads", and "auto burglar alarms"; sparklers; toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps that contain less than twenty hundredths grains of explosive mixture; the sale and use of which shall be permitted at all times.

"Consumer fireworks display" or "consumer display" means the detonation, ignition, or deflagration of consumer fireworks to produce a visual or audible effect.

"Consumer operator" means an adult individual who is responsible for the safety, setup, and discharge of the consumer fireworks display and who has completed the training required in Section 2.2 of this Act.

"Consumer retailer" means any person who offers for sale, sells, or exchanges for consideration consumer fireworks in Illinois directly to any person with a consumer display permit.

"Display fireworks" means 1.3G or special effects fireworks or as further defined in the Pyrotechnic Operator Licensing Act.

"Flame effect" means the detonation, ignition, or deflagration of flammable gases, liquids, or special materials to produce a thermal, physical, visual, or audible effect before the public, invitees, or licensees, regardless of whether admission is charged, in accordance with National Fire Protection Association 160 guidelines, and as may be further defined in the Pyrotechnic Operator Licensing Act.

FIRE SAFETY
(425 ILCS 35/) Fireworks Use Act.

"Lead pyrotechnic operator" means an individual who is responsible for the safety, setup, and discharge of the pyrotechnic display and who is licensed pursuant to the Pyrotechnic Operator Licensing Act.

"Person" means an individual, firm, corporation, association, partnership, company, consortium, joint venture, or commercial entity.

"Pyrotechnic display" means the detonation, ignition, or deflagration of display fireworks or flame effects to produce visual or audible effects of a exhibitional nature before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Pyrotechnic Operator Licensing Act.

"Special effects fireworks" means pyrotechnic devices used for special effects by professionals in the performing arts in conjunction with theatrical, musical, or other productions that are similar to consumer fireworks in chemical compositions and construction, but are not intended for consumer use and are not labeled as such or identified as "intended for indoor use". "Special effects fireworks" are classified as fireworks UN0431 or UN0432 by the United States Department of Transportation under 49 C.F.R. 172.101.

(Source: P.A. 94 - 658, eff. 1-1-06.)

(425 ILCS 35/2) (from Ch. 127 1/2, par. 128)

Sec. 2. Possession, sale, and use of fireworks. Except as hereinafter provided it shall be unlawful for any person, firm, co-partnership, or corporation to knowingly possess, offer for sale, expose for sale, sell at retail, or use or explode any display fireworks, flame effects, or consumer fireworks; provided that city councils in cities, the president and board of trustees in villages and incorporated towns, and outside the corporate limits of cities, villages and incorporated towns, the county board, shall have power to adopt reasonable rules and regulations for the granting of permits for pyrotechnic and consumer displays.

(Source: P.A. 93-263, eff. 7-22-03; 94-658, eff. 1-1-06.)

(425 ILCS 35/2.1)

Sec. 2.1. Pyrotechnic displays. Each pyrotechnic display shall be conducted by a licensed lead pyrotechnic operator. Applications for a pyrotechnic display permit shall be made in writing at least 15 days in advance of the date of the pyrotechnic display, unless agreed to otherwise by the local jurisdiction issuing the permit and the fire chief of the jurisdiction in which the display will occur. After a permit has been granted, sales, possession, use, and distribution of display fireworks for the display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

Pyrotechnic display permits may be granted hereunder to any adult individual applying therefor. No permit shall be required under the provisions of this Act for supervised public displays by State or County fair associations.

The applicant seeking the pyrotechnic display permit must provide proof of liability insurance in a sum not less than \$1,000,000 to the local governmental entity issuing the permit.

A permit shall be issued only after the chief of the fire department providing fire protection coverage to the area of display, or his or her designee, has inspected the site and determined that the display can be performed in full compliance with the rules adopted by the State Fire Marshal and that the display shall not be hazardous to

FIRE SAFETY
(425 ILCS 35/) Fireworks Use Act.

property or endanger any person or persons. Nothing in this Section shall prohibit the issuer of a permit from adopting more stringent rules.

All indoor pyrotechnic displays shall be conducted in buildings protected by automatic sprinkler systems and meeting the requirements of rules adopted by the State Fire Marshal pursuant to this Act.

Permits shall be signed by the chief of the fire department providing fire protection to the area of display, or his or her designee, and must identify the lead pyrotechnic operator.

(Source: P.A. 94-658, eff. 1-1-06.)

(425 ILCS 35/2.2)

Sec. 2.2. Consumer displays. Each consumer display shall be handled by a competent individual who has received training from a consumer fireworks training class approved by the Office of the State Fire Marshal. Applications for consumer display permits shall be made in writing at least 15 days in advance of the date of the display, unless agreed to otherwise by the local jurisdiction issuing the permit and the fire chief of the jurisdiction in which the display will occur. After a permit has been granted, sales, possession, use, and distribution of consumer fireworks for display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

Permits may be granted hereunder to any adult individual applying for a permit who provides proof that he or she has received the requisite training. The local jurisdiction issuing the permit is authorized to conduct a criminal background check of the applicant as a condition of issuing a permit.

A permit shall be issued only after inspection of the display site by the fire chief providing fire protection coverage to the area of display, or his or her designee, to determine that the display is in full compliance with the rules adopted by the State Fire Marshal. Nothing in this Section shall prohibit the issuer of a permit from adopting more stringent rules.

(Source: P.A. 94-658, eff. 1-1-06.)

(425 ILCS 35/2.3)

Sec. 2.3. Consumer distributors and retailers. No person may act as a consumer distributor or retailer or advertise or use any title implying that the person is a consumer distributor or retailer unless registered with the Office of the State Fire Marshal. No consumer fireworks may be distributed, sold, transferred, or provided free of charge to an individual who has not been issued a permit in accordance with Section 2.2 of this Act or has not registered with the Office of the State Fire Marshal in accordance with this Section. No person may sell to a single individual a quantity of consumer fireworks exceeding 499 pounds without prior approval by the Office of the State Fire Marshal. The State Fire Marshal, in the name of the People, through the Attorney General, the State's Attorney of any county, any resident of the State, or any legal entity within the State may apply for injunctive relief in any court to enjoin any person who has not registered from distributing or selling consumer fireworks. Upon filing a verified petition in court, the court, if satisfied by affidavit, or otherwise, that the person is or has been distributing in violation of this Act, may enter a temporary restraining order or preliminary injunction, without bond, enjoining the defendant from further activity. A copy of the verified complaint shall be served upon the defendant and the proceedings are to be conducted as in other civil cases. The court may enter a judgment permanently enjoining a defendant from further unregistered activity if it is established that the defendant has been or is distributing in violation of this Act. In case of violation of any injunctive order or judgment entered under this Section, the court may

FIRE SAFETY
(425 ILCS 35/) Fireworks Use Act.

summarily try and punish the offender for contempt of court. Injunctive proceedings are in addition to all penalties and other remedies in this Act.
(Source: P.A. 94-658, eff. 1-1-06.)

(425 ILCS 35/3.1) (from Ch. 127 1/2, par. 129.1)

Sec. 3.1. No fireworks shall be discharged, ignited or exploded at any point in the State within 600 feet of any hospital, asylum or infirmary.
(Source: P.A. 81-623.)

(425 ILCS 35/3.2) (from Ch. 127 1/2, par. 129.2)

Sec. 3.2. The use of what are technically known as fireworks showers or any mixture containing potassium chlorate, and sulphur in theatres or public halls is hereby prohibited.
(Source: P.A. 81-623.)

(425 ILCS 35/3.3) (from Ch. 127 1/2, par. 129.3)

Sec. 3.3. Nothing in these regulations shall be construed as prohibiting the manufacture, storage or use of signals or fuses necessary for the safe operation of railroads, trucks, aircraft, or other instrumentalities of transportation.
(Source: P.A. 81-623.)

(425 ILCS 35/3.4)

Sec. 3.4. Sale and use prohibited on public property. A municipality may, by ordinance, prohibit the sale and use of sparklers on public property.
(Source: P.A. 92-93, eff. 1-1-02.)

(425 ILCS 35/4) (from Ch. 127 1/2, par. 130)

Sec. 4. Whenever any officer or employee of the Office of the State Fire Marshal or the Department of State Police, a Sheriff, a Deputy Sheriff, or a member of any city council or board of trustees of any village or incorporated town or county board has reason to believe that any violation of this Act has occurred within the jurisdiction within which such official is authorized to act and that the person so violating the Act has in his possession fireworks or combustibles, such official may file a complaint in writing, verified by affidavit, with any circuit court within whose jurisdiction the premises to be searched are situated, stating the facts upon which such belief is founded, the premises to be searched, and the property to be seized, and procure a search warrant and execute the same. Upon the execution of such search warrant, the person executing the same shall make due return thereof to the court issuing the same, together with an inventory of the property taken thereunder. The court shall thereupon issue process against the owner of such property if he be known, otherwise against the party in whose possession the property so taken was found, if known. In case of inability to serve such process upon the owner or the person in possession of the property at the time of its seizure, as hereinbefore provided, notice of the proceedings before the court shall be given as required by the statutes of the State governing cases of attachment. Upon the return of the process duly served or upon the posting or publishing of notice made, as hereinabove provided, the court or jury, if a jury shall be demanded, shall proceed to determine whether or not such property so seized was held or possessed in violation of this Act. In case of a finding that the fireworks or combustibles seized were possessed in violation of this Act, judgment shall be entered confiscating and forfeiting the property and ordering its destruction.

(Source: P.A. 91-357, eff. 7-29-99.)

FIRE SAFETY
(425 ILCS 35/) Fireworks Use Act.

(425 ILCS 35/4.1) (from Ch. 127 1/2, par. 130.1)

Sec. 4.1. The State Fire Marshal may adopt necessary rules and regulations for the administration of this Act which shall be based upon nationally recognized standards such as those of the National Fire Protection Association (NFPA) 1123 guidelines for outdoor displays, NFPA 1126 guidelines for proximate audience displays, and NFPA 160 guidelines for flame effects. The State Fire Marshal is authorized to adopt rules that establish audience proximity distances for consumer display fireworks.

The Office of the State Fire Marshal shall maintain a list of approved consumer fireworks and update the list annually or as new consumer fireworks items are submitted to the Office by consumer distributors.

All applications, permits, and site inspection records shall be on forms approved by the State Fire Marshal.

(Source: P.A. 94-658, eff. 1-1-06.)

(425 ILCS 35/5) (from Ch. 127 1/2, par. 131)

Sec. 5. (a) Any person, firm, co-partnership, or corporation violating the provisions of this Act shall be guilty of a Class A misdemeanor.

(Source: P.A. 94-658, eff. 1-1-06.)

ORDINANCE # 07-11

ORDINANCE ESTABLISHING PREVAILING WAGE RATES

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

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works," approved June 26th, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 2007 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 12th day of June, 2007.

APPROVED:

W. Jackson Smith

CHIEF PRESIDING OFFICER

FILED JUN 22 2007

ATTEST:

Sandra Leithenier
SECRETARY/CLERK

Sandra Leithenier COUNTY CLERK

Montgomery County Prevailing Wage for June 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN			ALL	21.450	21.950	1.5	1.5	2.0	5.050	9.550	0.000	0.600
ASBESTOS ABT-MEC			BLD	25.290	26.290	1.5	1.5	2.0	4.450	2.500	0.000	0.250
BOILERMAKER			BLD	28.500	31.000	1.5	1.5	2.0	6.820	11.03	0.000	0.300
BRICK MASON			BLD	26.400	28.100	1.5	1.5	5.0	4.750	8.250	2.000	0.390
CARPENTER	N		BLD	25.910	27.910	1.5	1.5	2.0	6.750	8.040	0.000	0.320
CARPENTER	N		HWY	25.750	27.500	1.5	1.5	2.0	6.500	6.500	0.000	0.300
CARPENTER	S		BLD	25.330	27.330	1.5	1.5	2.0	6.750	8.620	0.000	0.320
CARPENTER	S		HWY	25.050	26.800	1.5	1.5	2.0	6.500	7.200	0.000	0.300
CEMENT MASON			ALL	26.750	27.500	1.5	1.5	2.0	5.650	8.250	0.000	0.200
CERAMIC TILE FNSHER			BLD	22.610	0.000	1.5	1.5	2.0	5.000	4.300	0.000	0.400
ELECTRIC PWR EQMT OP	NE		ALL	30.750	0.000	1.5	1.5	2.0	4.750	8.610	0.000	0.000
ELECTRIC PWR EQMT OP	SW		ALL	31.510	37.980	1.5	2.0	2.0	4.530	7.880	0.000	0.160
ELECTRIC PWR GRNDMAN	NE		ALL	21.090	0.000	1.5	1.5	2.0	4.750	5.905	0.000	0.000
ELECTRIC PWR GRNDMAN	SW		ALL	23.530	37.980	1.5	2.0	2.0	3.380	5.890	0.000	0.120
ELECTRIC PWR LINEMAN	NE		ALL	34.160	36.350	1.5	1.5	2.0	4.750	9.560	0.000	0.000
ELECTRIC PWR LINEMAN	SW		ALL	36.220	37.980	1.5	2.0	2.0	5.210	9.060	0.000	0.180
ELECTRIC PWR TRK DRV	NE		ALL	22.130	0.000	1.5	1.5	2.0	4.750	6.200	0.000	0.000
ELECTRIC PWR TRK DRV	SW		ALL	25.710	37.980	1.5	2.0	2.0	3.700	6.430	0.000	0.130
ELECTRICIAN	E		BLD	30.650	33.720	1.5	1.5	2.0	5.150	5.520	0.000	0.460
ELECTRICIAN	NW		BLD	31.220	33.220	1.5	1.5	2.0	5.150	5.340	0.000	0.300
ELECTRICIAN	SW		ALL	32.590	34.550	1.5	1.5	2.0	5.210	6.360	0.000	0.490
ELECTRONIC SYS TECH	E		BLD	24.370	25.870	1.5	1.5	2.0	5.150	3.650	0.000	0.250
ELECTRONIC SYS TECH	W		BLD	25.810	27.310	1.5	1.5	2.0	2.800	5.490	0.000	0.250
ELEVATOR CONSTRUCTOR			BLD	37.115	41.750	2.0	2.0	2.0	8.275	4.460	2.227	0.000
GLAZIER			BLD	28.230	28.230	1.5	2.0	2.0	5.480	5.000	0.000	0.310
HT/FROST INSULATOR			BLD	30.440	31.440	1.5	1.5	2.0	4.850	8.360	0.000	0.450
IRON WORKER	N		BLD	25.400	27.150	1.5	1.5	2.0	5.860	7.900	0.000	0.300
IRON WORKER	N		HWY	25.400	26.900	1.5	1.5	2.0	5.860	7.900	0.000	0.300
IRON WORKER	S		ALL	26.350	27.850	1.5	1.5	2.0	6.360	8.250	0.000	0.420
LABORER			ALL	20.950	21.450	1.5	1.5	2.0	5.050	9.550	0.000	0.600
LATHER			BLD	25.330	27.330	1.5	1.5	2.0	6.750	8.620	0.000	0.320
MACHINIST			BLD	36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS			BLD	22.610	0.000	1.5	1.5	2.0	5.000	4.300	0.000	0.400
MILLWRIGHT			BLD	26.560	28.560	1.5	1.5	2.0	6.750	7.850	0.000	0.320
MILLWRIGHT			HWY	19.270	20.520	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		1	ALL	25.900	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		2	ALL	24.770	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		3	ALL	20.290	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		4	ALL	20.350	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		5	ALL	20.020	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		6	ALL	26.450	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		7	ALL	26.750	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
OPERATING ENGINEER		8	ALL	27.030	27.030	1.5	1.5	2.0	6.200	11.45	0.000	1.000
PAINTER			BLD	25.700	26.700	1.5	1.5	2.0	4.650	5.150	0.000	0.350
PAINTER			HWY	26.800	27.800	1.5	1.5	2.0	4.650	5.150	0.000	0.350
PAINTER OVER 30FT			BLD	26.700	27.700	1.5	1.5	2.0	4.650	5.150	0.000	0.350
PAINTER PWR EQMT			BLD	26.700	27.700	1.5	1.5	2.0	4.650	5.150	0.000	0.350
PAINTER PWR EQMT			HWY	27.800	28.800	1.5	1.5	2.0	4.650	5.150	0.000	0.350
PILEDRIIVER	N		BLD	26.410	28.410	1.5	1.5	2.0	6.750	8.040	0.000	0.320
PILEDRIIVER	N		HWY	26.250	28.000	1.5	1.5	2.0	6.500	6.500	0.000	0.300
PILEDRIIVER	S		BLD	25.830	27.830	1.5	1.5	2.0	6.750	8.620	0.000	0.320
PILEDRIIVER	S		HWY	25.550	27.300	1.5	1.5	2.0	6.500	7.200	0.000	0.300
PIPEFITTER	NE		BLD	34.700	37.200	1.5	1.5	2.0	6.450	4.750	0.000	0.350
PIPEFITTER	SW		BLD	30.600	32.100	2.0	2.0	2.0	5.350	6.100	0.000	0.130

PLASTERER	BLD	27.000	28.000	1.5	1.5	2.0	5.650	7.250	0.000	0.250
PLUMBER	NE BLD	34.700	37.200	1.5	1.5	2.0	6.450	4.750	0.000	0.350
PLUMBER	SW BLD	30.600	32.100	2.0	2.0	2.0	5.350	6.100	0.000	0.130
ROOFER	BLD	24.310	26.740	1.5	1.5	2.0	4.650	5.250	0.000	0.100
SHEETMETAL WORKER	ALL	27.210	28.460	1.5	1.5	2.0	6.000	4.770	1.630	0.120
SPRINKLER FITTER	BLD	31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
TERRAZZO FINISHER	BLD	31.240	0.000	1.5	1.5	2.0	0.000	0.000	0.000	0.000
TERRAZZO MASON	BLD	30.780	31.080	1.5	1.5	2.0	0.000	3.750	0.000	0.000
TRUCK DRIVER	ALL 1	26.792	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	ALL 2	27.192	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	ALL 3	27.392	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	ALL 4	27.642	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	ALL 5	28.392	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	O&C 1	21.430	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	O&C 2	21.750	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	O&C 3	21.910	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	O&C 4	22.110	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000
TRUCK DRIVER	O&C 5	22.710	0.000	1.5	1.5	2.0	7.900	3.662	0.000	0.000

Legend:

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

Explanations

MONTGOMERY COUNTY

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

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

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

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

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

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

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

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

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic

helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS

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

GROUP II. Assistant Operators.

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

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

GROUP V. Oiler.

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

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

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

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

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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.

EMPLOYEE IDENTIFICATION

Montgomery County may issue a photo I.D. card for employees.

An employee who is issued a shield, badge and/or photo I.D. is required to be in possession of the badge and/or photo I.D. on and off duty. An employee, while on duty, will wear his/her County issued shield, badge or photo ID in full view, unless the wearing of such identification poses a safety concern, in which case the employee will be required to hold such badge in his/her possession. An employee will not use his/her shield or I.D. for personal business or personal gain. If a shield or I.D. is lost or stolen, it must be reported in writing to the Elected Official or Department Head without delay. A shield, badge or photo ID shall be surrendered to the Elected Official or Department Head upon request.

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
Illinois Emergency Management Agency - Region 8
Stan Krushas

Date: 7/6/07

Signed: Michael Plunkett
Montgomery County Board Chairman
Mike Plunkett

Date: 7/10/07

Signed: Dennis Jagodzinski
Montgomery County EMA Board Chairman
Dennis Jagodzinski

Date: 6/12/07

Signed: Diana Holmes
Montgomery County EMA Coordinator
Diana Holmes

Date: 06/13/07

Signed: Jim Vazzi
Montgomery County Sheriff
Jim Vazzi

Date: 6/13/07

Signed: Sandy Leitheiser
Montgomery County Clerk
Sandy Leitheiser

Date: 7/9/07

Signed: Christopher Matoush
Montgomery County State's Attorney
Christopher Matoush

Date: 6/14/07

MONTGOMERY COUNTY EMERGENCY OPERATIONS PLAN

Michael Plunkett

MONTGOMERY COUNTY BOARD CHAIRMAN
Mike Plunkett

6/12/07

Date

Dennis Jagodzinski

MONTGOMERY COUNTY EMA CHAIRMAN
Dennis Jagodzinski

6/12/07

Date

Diana Holmes

MONTGOMERY COUNTY EMA COORDINATOR
Diana Holmes

06/13/07

Date

Sandy Leitheiser

MONTGOMERY COUNTY CLERK
Sandy Leitheiser

7/9/07

Date

APPROVED: Date

May, 2007

S.W. Krushas

IEMA REGION 8 COORDINATOR
Stan Krushas

7/6/07

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.

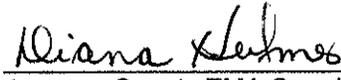
All regulations and/or parts of regulations, conflicting with any of the provisions of this plan, shall be replaced.

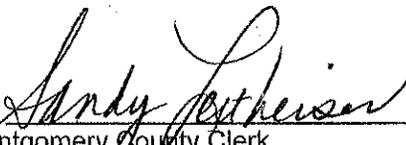
This emergency operation plan shall be in force and effect the date of its approval by the Montgomery County Board Chairman.

Approved this day of May, 2007.

By: 
Montgomery County Board Chairman
Mike Plunkett

By: 
Montgomery County EMA Board Chairman
Dennis Jagodzinski

By: 
Montgomery County EMA Coordinator
Diana Holmes

By: 
Montgomery County Clerk
Sandy Leithelser

PROMULGATION DOCUMENT

DATE MAY 2007

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 4th 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.

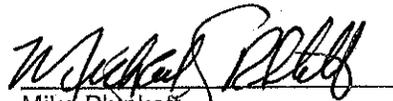
The Plan identifies the hazards which the County is vulnerable; sets down responsibilities of all County and volunteer agencies and outlines a means for the County's resources to be used to assist the citizens and political subdivisions of the County. The planning authorities and responsibilities conveyed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

RECORD OF DISTRIBUTION

1. Illinois Emergency Management Agency, Region # 8
2. Montgomery County Board
3. Montgomery County EMA Board Chairman
4. Montgomery County Vice Chairman
5. Montgomery County Emergency Management Agency Coordinator
6. Montgomery County Sheriff
7. Montgomery County Ambulance 5 Districts – (Hillsboro, Litchfield, Nokomis/Witt, Raymond/Harvel, Farmersville/Waggoner) *EMS Annex Only*
8. Montgomery County Health Department
9. Montgomery County 911
10. Hillsboro Area Hospital - Hillsboro
11. St. Francis Hospital – Litchfield
12. Montgomery County Fire Service 11 Departments Complete (Hillsboro, Coffeen, Fillmore, Nokomis, Witt, Raymond/Harvel, Farmersville/Waggoner, Shoal Creek, Irving, Litchfield, Taylor Springs.)

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: _____ By: _____

RECEIPT OF PLAN

I hereby acknowledge that I have received # 1 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: July 9, 2007
Signature: Sandy Leithaiser
Printed Name: Sandy Leithaiser
Title: County Clerk / Recorder
Dept. / Organization: County Clerk

RESOLUTION ACCEPTING THE MONTGOMERY COUNTY
REVOLVING LOAN FUND POLICY AND PROCEDURE MANUAL

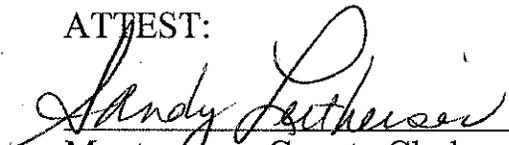
WHEREAS, the Montgomery County Board in November of 2006, established the Montgomery County Revolving Loan Fund, and initially placed \$250,000.00 in the account from the general revenue fund of the County of Montgomery, Illinois.

WHEREAS, the County of Montgomery now accepts the Montgomery County Revolving Loan Fund Policy and Procedure Manual as the guidelines that will govern the Montgomery County Revolving Loan Fund.

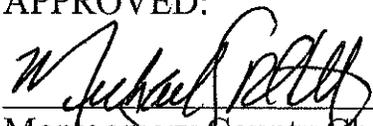
NOW THEREFORE BE IT RESOLVED that the County of Montgomery in the State of Illinois, has accepted the Montgomery County Revolving Loan Fund Policy and Procedure Manual as the guidelines that will govern the Montgomery County Revolving Loan Fund.

PASSED on this 12th day of June, 2007 and APPROVED by its Chairman of County Commission on this 12th day of June, 2007.

ATTEST:


Montgomery County Clerk

APPROVED:


Montgomery County Chairman

MONTGOMERY COUNTY REVOLVING LOAN FUND

POLICY & PROCEDURE MANUAL

2007

Approved by Montgomery County Board on June 12, 2007
Sign off Chris Matoush, Montgomery County State's Attorney, June 12, 2007

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Section 1. Montgomery County Revolving Loan Fund Mission Statement

Section 1.1. Goal:

To establish a revolving loan fund (RLF) in Montgomery County to benefit new and existing businesses that operate within Montgomery County limits. An original investment of \$250,000 by the Montgomery County Board from the General Revenue Fund (allocation of money generated from sale of coal rights) will be used to start the fund budget year starting December 1, 2006.

Section 1.2. Objectives of Revolving Loan Fund:

- Create and retain permanent private sector employment,
- Encourage small business start-ups and expansions,
- Stimulate investments in the county,
- Leverage public and private investments.

Section 1.3. Eligible Projects:

- Acquisition of land, buildings, and fixed equipment,
- Working capital and inventory,
- Site preparation and construction, reconstruction, or installation of buildings and fixed equipment,
- Clearance and demolition, removal or rehabilitation of buildings, and improvements.

Section 1.4. Ineligible Projects:

- Reimbursing expenditures made prior to approval of the loan,
- Land, buildings, or fixed equipment not essential to the business,
- Routine maintenance.

Section 2. General Information Concerning Revolving Loan Fund

Section 2.1. Eligible Parties for Requesting Revolving Loan Funds:

Financial institutions can request RLFs for specific projects for parties they represent. The request will be in the form of a participation agreement between the financial institution and the RLF board on a pro-rate share of the total project costs.

Section 2.2. Availability of Funds:

Loans are subject to availability of funds.

Section 2.3. Allowable Request Amounts:

Only requests between \$5,000 and \$50,000 will be considered. The RLF board has the right to increase the maximum request amount. However, the revolving loan can not exceed 33% of the total project costs.

Section 2.4. Rate Charged to Financial Institution for Participation:

RLF rate to financial institutions is fixed at 2% throughout the duration of the participation. The RLF board has the right to change the RLF rate as needed. However, changes in the rate will only affect future requests. The RLF rate will be used to cover the costs of administration. If

adjustments to the RLF rate are made, renegotiations on the share of the percentage that is maintained by the administrator and the Montgomery County Board will be done at that time.

Section 2.5. Guideline for Rate Charged by Financial Institution to End User of RLF:
Financial institutions may not charge more than 4% above the RLF rate to recipients of revolving loan funds on the revolving loan share of the loan.

Section 2.6. Repayment Schedule:
The repayment schedule will be determined by the financial institutions, and presented in the request for revolving loan funds. Any changes to original terms of the repayment schedule must be approved by the RLF board.

Section 2.7. Method of Repayment:
Payments by financial institutions will be split. The principal will go back into the RLF account established by the Montgomery County Board, making those funds available for future participation agreements. The RLF rate paid by financial institution for participation will be paid directly to the administrator to cover the costs of administration.

Section 2.8. Terms of Participation:
The terms of the participation will vary depending upon the collateral and use of funds. As a guide, a maximum of 20 years on real estate, 10 years on equipment and 7 years on working capital will be allowed.

Section 2.9. Collateral for Participation:
Collateral must be more than sufficient to cover the participation amount.

Section 3. Requirements of Requests for Revolving Loan Funds

Section 3.1. Leverage Requirements:
Leverage at least \$2.00 of private funds for every \$1.00 requested.

Section 3.2. Job Creation/Retention Guideline:
Create or retain one full-time permanent position for every \$10,000 requested.

Section 3.3. Demonstration of Need for Funds:
Demonstrate that the proposed project is not eligible for financing from any other source on reasonably equivalent terms.

Section 3.4. Insurance Requirement on Collateral:
Maintain adequate insurance on the pledged collateral.

Section 3.5. Comply with All Applicable Laws, Regulations, and Ordinances:
Comply with all applicable local, state and federal laws, regulations and ordinances.

Section 3.6. Recalling of Participation:

Participation can be recalled in the event that jobs are lost due to relocation of part or all of the business outside Montgomery County. The rate of recall is based on \$10,000 per job lost due to relocation. The RLF board will decide if a recall is necessary. The RLF board will notify parties that are up for discussion concerning this issue at least 48 hours prior to the meeting. Written notice of a decision concerning this issue will be sent within 30 days of a decision by the RLF board to all parties involved.

Section 4. Revolving Loan Fund Application Process

Section 4.1. Application Availability:

The administrator is responsible for preparing an application. Applications will be made available by the administrator to all parties that request them.

Section 4.2. Application Packet:

Besides a completed application, the requestor must provide the following information about the end-user of the RLFs:

- The company's complete business plan, as well as a brief summary, (1-2 pages) that provides background about the project and market opportunity.
- Detailed project costs and forecasts of potential revenue.
- Financial statements for the business of the past three years. If the RLF project is for new business, then copies of the majority owner(s)'s¹ personal financial statements² for the past three years are required.

Section 4.3. Application Review Process:

Applications are reviewed on an as needed basis by the RLF board. Applicants will be invited to attend the meeting at which their application is reviewed. Applications will receive 48 hours notice prior to the meeting date. The RLF board makes a decision within 30 days of the meeting. Applicants will be notified in writing of the decision of the RLF board. Before a participation agreement can be offered, approval by the Economic Development Committee of the Montgomery County Board has to take place. If a participants' agreement is offered to the applicant, they will have 30 days from date of written notification to accept or deny the agreement. There is no limit on the number of applications that an applicant may submit.

Section 5. Administration of Revolving Loan Funds

Section 5.1. Administration Entails:

Administration includes, but is not limited to, establishment of RLF board, marketing the RLF, staffing and coordination of RLF board meetings, establishment of record keeping on all decisions made by the RLF board, and other duties as needed.

Section 5.2. Appointment of Administrator:

The power do this is granted by approval of the majority of the Montgomery County Board.

¹ Majority ownership is defined as anyone owning at least 20% or more of the business.

² Personal financial statements include, but are not limited to, past tax returns with the IRS.

Section 5.3. Payment for Administration:

The administrator will receive the RLF rate paid by financial institution for participation by the financial institutions that have entered into participation agreements with the RLF board. They will use those funds to cover the costs associated with administering the Revolving Loan Fund. In the case that the RLF rate for participation is to be increased, as stated in Section 2.4, renegotiation on the share of the percentage that is maintained by the administrator and the Montgomery County Board will be done at that time.

Section 5.4. Removal and/or Reappointment of an Administrator:

The Montgomery County Board has the authority to remove an administrator, and therefore, appoint a new administrator or reappoint an administrator to the RLF. Removal will take approval of the majority of the Montgomery County Board, as well as the appointment or reappointment of an administrator. This can be done on an as needed basis. This would not effect participation agreements in place or those that are pending. However, no new participation agreements could be made until a new administrator has been named by the Montgomery County Board. Payments to the administrator for administration costs would stop at the end of the next month period following the decision of removal by the Montgomery County Board. In the case that the administrator was to change, all records maintained by the administrator need to be transferred to the new administrator within a timely fashion.

Section 6. Revolving Loan Fund Board**Section 6.1. Composition of Revolving Loan Fund Board:**

The Revolving Loan Fund Board will be comprised of seven board members. All board members will be appointed to three year terms. Six board members will be appointed by the administrator. The seventh member will be appointed by the Chairman of the Montgomery County Board. Members need not be residents of Montgomery County, but must work within Montgomery County or for a financial institution which serves Montgomery County. Initially, the board members will have staggered terms, as determined by a random drawing, in order to have continuity on the RLF board. The number of board members may be increased/decreased as needed and approved by a majority³ of the current RLF board. RLF board members can have no more than two consecutive terms. The six board members appointed by the administrator must declare a community within Montgomery County they wish to represent and a financial institution. The composition of the six members appointed by the administrator can be comprised of no more than two members representing the same Montgomery County community, and at least four different Montgomery County communities need to be represented by the six members. Also, no more than two members of the six can represent the same financial institution. The seventh member, appointed by the Chairman of the Montgomery County Board, will represent the county at large.

Section 6.2. Criteria for Selection of Revolving Loan Fund Board:

Those wishing to serve on the RLF Board need to complete a nomination form prepared by the administrator. The administrator will develop a slate of potential RLF board members. The slate will need to be approved by the administrator and presented to the full Montgomery County Board before moving forward with appointments.

³ Majority on RLF board is 51%, therefore, with a seven member board; at least four must approve change.

Section 6.3. Organization of Revolving Loan Fund Board:

Each year at the organizational meeting of the RLF board the members will vote a chairman and vice chairman into place. The chairman will be responsible for calling meetings and for the leadership of meetings. In the absence of the chairman, the vice chairman will serve as acting chairman. The chairman, or acting chairman, will only vote in cases of a tie on decisions for participation agreements and policy decision regarding the board.

Section 6.4. Removal from Revolving Loan Fund Board:

RLF board members can submit a letter of resignation to the Chairman of RLF board if they are unable to fulfill their term. Also, if necessary, and approved by a majority of RLF board, a board member may be removed. The RLF board will then in writing notify the RLF board member of their decision to remove them; a board member's removal will be effective following the meeting with either an acceptance of a letter of resignation or approval by a majority of the RLF board.

Section 6.5. Replacement of Revolving Loan Fund Board Member:

In the case that a RLF board member needs to be replaced, the responsible party (i.e. administrator or Chairman of the Montgomery County Board) will need to fill the position within 60 days of the board members absence. The new appointee will fill the unexpired term of the board member he/she is replacing. However, the new appointee does not have to be representing the same Montgomery County community or financial institutions as his/her predecessor, but the composition of the RLF board needs to be consistent with the guidelines listed in Section 6.1.

Section 6.6. Meetings for RLF Board:

Meetings will be held on an as needed basis, except for an annual organizational meeting which will take place sometime during the June or July of each year. For an official meeting to take place, at least four RLF board members need to be present. At least 48 hours notice prior to the meeting needs to be given to applicants who are up for review.

Section 6.7. Conflict of Interest:

In the case that a RLF board member either represents the party and/or parties requesting funds or has a professional or personal tie to the party and/or parties requesting funds, the board member is to remove him/herself from voting on the request.

Section 7. Dissolution of Revolving Loan Fund**Section 7.1. Dissolution of Revolving Loan Fund:**

The only way to dissolve the Montgomery County Revolving Loan Fund is with the passing of a resolution by a majority of the full Montgomery County Board to discontinue its commitment of funds. If that were to happen, no additional requests for participation would be approved; however, participation agreements in place would continue as initially agreed upon.

RESOLUTION APPOINTING AN ADMINSTRATOR TO THE
MONTGOMERY COUNTY REVOLVING LOAN FUND

WHEREAS, the Montgomery County Board in November of 2006, established the Montgomery County Revolving Loan Fund, and initially placed \$250,000.00 in the account from the general revenue fund of the County of Montgomery, Illinois.

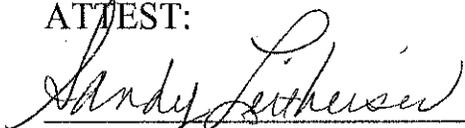
WHEREAS, the Montgomery County Revolving Loan Fund Policy and Procedure Manual gives authority to the Montgomery County Board to appoint an administrator for the Montgomery County Revolving Loan Fund.

WHEREAS, the County of Montgomery appoints the Montgomery County Economic Development Corporation as the administrator for the Montgomery County Revolving Loan Fund.

NOW THEREFORE BE IT RESOLVED that the County of Montgomery in the State of Illinois, has appointed the Montgomery County Economic Development Corporation as the administrator for the Montgomery County Revolving Loan Fund as authorized to do by the Montgomery County Revolving Loan Fund Policy and Procedure Manual.

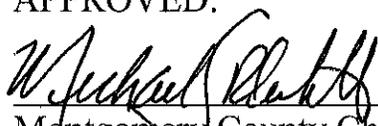
PASSED on this 12th day of June, 2007 and APPROVED by its Chairman of County Commission on this 12th day of June, 2007.

ATTEST:



Montgomery County Clerk

APPROVED:



Montgomery County Chairman

REVOLVING LOAN FUND SLATE * ; ** ; ***

As presented by the Montgomery County Economic Development Corporation

- Patricia Clarke, 1st National Bank of Raymond, Raymond
- Ed Chausse, 1st National Bank of Nokomis, Nokomis
- Frank Fleming, Litchfield National Bank, Litchfield
- Scott Niehaus, CNB – Hillsboro, Hillsboro
- Mark Noyes, First Community Bank of Hillsboro, Hillsboro
- Robert Wagahoff, Bank & Trust, Farmersville
- Ron Deabenderfer, Montgomery County Board, At-Large Montgomery County

* Revolving Loan Fund Slate is pending the approval of the resolution to accept the Montgomery County Revolving Loan Fund Policy and Procedure Manual as the guidelines that will govern the Montgomery County Revolving Loan Fund.

** As well as, the Revolving Loan Fund Slate is pending the official appointment of the Montgomery County Economic Development Corporation as the administrator to the Montgomery County Revolving Loan Fund.

*** No members on this slate have been notified of this appointment.

**RATIFICATION OF MINERAL
LEASE**

Prepared by:

Craig R. Hedin
Attorney at Law
P.O. Drawer C
Mt. Vernon, Illinois 62864

RATIFICATION OF MINERAL LEASE

This Ratification of Mineral Lease (herein this "Ratification") is made this 10th day of May, 2007, by and between the COUNTY OF MONTGOMERY, State of Illinois, (herein the "Lessor"), and BPI ENERGY, INC., formerly known as BPI Industries, Inc., (herein the "Lessee").

WHEREAS, Lessor and Lessee entered into and executed a mineral lease dated November 28, 2005, a memorandum of which was recorded in Book 1105, at page 1, in the Montgomery County, Illinois, Clerk and Recorder's Office (herein the "Mineral Lease"); and,

WHEREAS, the original of the executed Mineral Lease and any and all copies thereof have been lost or misplaced; and,

WHEREAS, attached hereto as Exhibit A is an exact duplicate copy of the Mineral Lease as executed by Lessor and Lessee on November 28, 2005; and,

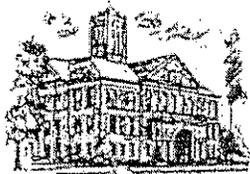
WHEREAS, the execution of the Mineral Lease was authorized by resolution of the County Board of Montgomery County; and,

WHEREAS, Lessor and Lessee acknowledge that Exhibit A is an exact duplicate copy of the Mineral Lease; and,

WHEREAS, Lessor and Lessee desire to execute this Ratification for the purpose of re-establishing documentation as to the terms and conditions of the Mineral Lease.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual benefits to be derived herefrom and Ten Dollars and other valuable consideration, Lessor and Lessee agree, acknowledge and ratify as follows:

1. Acknowledge the execution of the Mineral Lease on November 28, 2005, and the misplacing or loss of the original executed document and any copies thereof.
2. Acknowledge that the Mineral Lease attached hereto as Exhibit A constitutes an exact duplicate of the original lease as executed by Lessor and Lessee.
3. Ratify, adopt, and confirm the Mineral Lease as originally executed and agree that said lease remains in full force and effect as to all terms and conditions thereof, which terms and conditions are incorporated herein by reference.
4. Agree that the memorandum of the Mineral Lease, as aforescribed, to the extent necessary, shall be amended to include this Ratification.
5. Agree that this Ratification shall be binding upon and inure to the benefit of the parties hereto together with their successors and assigns.



Regional Office of Education
Christian-Montgomery Counties



To: Mike Plunkett, Montgomery County Board Chairman
From: Greg Springer, Regional Superintendent
Date: June 28, 2007

Re: 4th Quarter Report

All district compliance visits have been completed. All required reports including district compliance and H/L/S reports have been forwarded to the Illinois State Board of Education. If you have any questions, please contact me at 532-9591. Thank you.

Received
6/29/07
[Signature]

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

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

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. " Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of; IEMMAS
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "Executive Board": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency / disaster occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster and the type and amount of equipment and personnel and/or services requested from the IEMMAS.

C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Establish the incident command system at the site of the emergency.
2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE**Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX**Insurance**

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

SECTION SEVEN**Indemnification**

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims,

demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE**Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN**Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN**Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN**Executive Board of IEMMAS**

The Executive Board of IESMA is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The Executive Board shall consist of 3 members appointed from within each IEMMAS who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

SECTION SEVENTEEN**Duties of the Executive Board**

The Executive Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION EIGHTEEN**Rules and Procedures**

Rules, procedures of the IEMMAS shall be established by the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Montgomery County Govern-
Political Entity ment Board

Illinois Emergency Service Management
Association

Michael Phillips
Chief Executive Officer

Phillip R. Anlb
President

7/10/07
Date

7-23-07
Date

Montgomery County, IL
Jurisdiction

[Signature]
IEMMAS Director

7-23-07
Date

ATTEST: Sandy Latherson
Montgomery County Clerk
Title

ATTEST: Frances Louise Bryner
Notary
Title

7/10/07
Date

7-23-07
Date

IEMMAS-ILLINOIS-CITY-VILLAGE-DISTRICT-AGREEMENT

FILED
OCT 30 2007

Sandra Latherson COUNTY CLERK

OFFICIAL SEAL
FRANCES LOUISE BRYNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/13/11

RECEIVED
10/30/07

**Illinois Emergency Services Management Association.**

AN ORGANIZATION OF LOCAL EMERGENCY SERVICES AND DISASTER AGENCIES

Phil Anello - IPEM
President
Macon County EMA

David Christensen
1st Vice President
Hoffman Estates EMA

Joe Victor
2nd Vice President
Douglas County EMA

Dan Fulscher - IPEM
Immediate Past President
Logan County EMA

Nancy Schilling
Treasurer
Randolph County EMA

Susan Vancil
Secretary
Lake County SMC

Louise Bryner
Executive Secretary
Lake County Sheriff

Lee Shannon, III - IPEM
Executive Director
Antioch EMA

Thank you for submitting your Illinois Emergency Management Mutual Aid System agreement.

I hope that you should never have to use this agreement. You can feel rest assured that if it is necessary, you will receive prompt and efficient service from the IEMMAS Teams(s).

Please find enclosed your copy of the agreement. I would suggest that you maintain copies with your clerk and with your Emergency Management Coordinator/Director.

Should you have any questions or concerns, please feel free to contact me at any time.

Lee Shannon, III
IEMMAS Director
aclasiiii@aol.com
847-875-7374

F I L E D
OCT 30 2007

Sandra Leithner COUNTY CLERK

Ordinance No. 07-12

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED This 10th day of July, 2007.

Ayes: 21

Nays: 0

Present: 21

Absent: 0

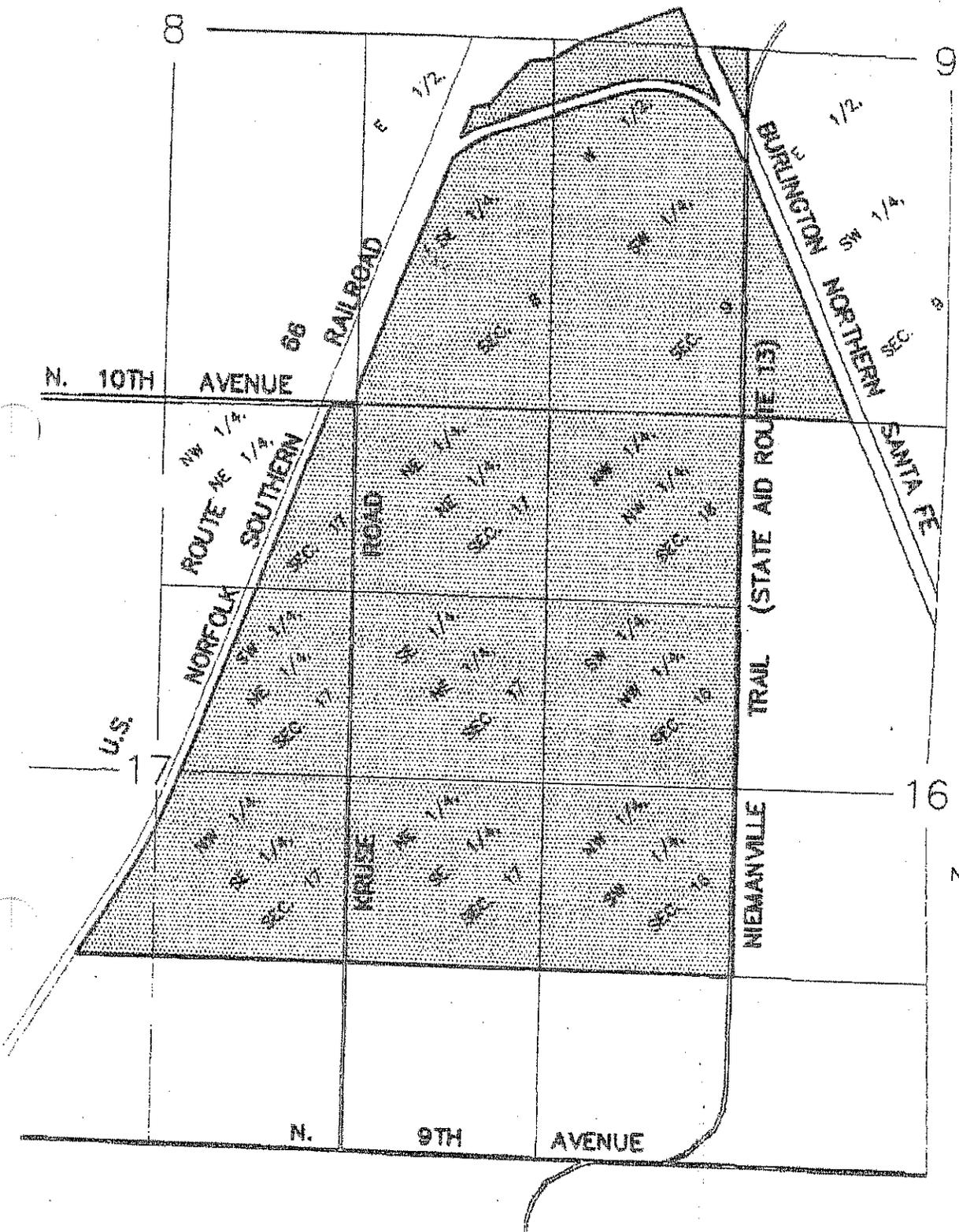
APPROVED This 10th day of July, 2007.

Michael Plunkett
Chairman: Mike Plunkett

ATTEST:
Sandy Leitheiser
County Clerk: Sandy Leitheiser

BOOK

7 PAGE: 209



↑
 NOT TO SCALE

"EXHIBIT A"

LEGAL DESCRIPTION

Part of Sections 8, 9, 16 & 17, all in Township 8 North, Range 5 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Beginning at the southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 16; thence North 89 degrees 41 minutes 37 seconds West, a distance of 1358.81 feet; thence South 89 degrees 41 minutes 20 seconds West, a distance of 3243.63 feet; thence North 31 degrees 15 minutes 51 seconds East, a distance of 665.77 feet to a point on a non-tangent curve having a radius of 3,810.63 feet whose center bears North 58 degrees 44 minutes 09 seconds West from said point; thence Northeasterly along said curve through a central angle of 11 degrees 19 minutes 01 second, an arc distance of 752.66; thence North 19 degrees 56 minutes 50 seconds East, a distance of 3,000.96 feet; thence North 89 degrees 30 minutes 02 seconds East, a distance of 170.03 feet; thence North 00 degrees 32 minutes 01 second West, a distance of 105.15 feet; thence North 19 degrees 55 minutes 07 seconds East, a distance of 1,821.98 feet to a point on a non-tangent curve having a radius of 915.37 feet whose center bears South 42 degrees 34 minutes 29 seconds East from said point; thence Northeasterly along said curve through a central angle of 23 degrees 10 minutes 18 seconds, an arc distance of 370.19 feet; thence North 70 degrees 35 minutes 48 seconds East, a distance of 892.78 feet to a point on a non-tangent curve having a radius of 676.78 feet whose center bears South 19 degrees 24 minutes 12 seconds East from said point; thence Southeasterly along said curve through a central angle of 75 degrees 45 minutes 29 seconds, an arc distance of 894.86 feet; thence South 23 degrees 03 minutes 12 seconds East, a distance of 202.85 feet; thence North 66 degrees 56 minutes 48 seconds East, a distance of 15.00 feet; thence South 23 degrees 03 minutes 12 seconds East, a distance of 2,043.56 feet; thence North 88 degrees 47 minutes 01 second West, a distance of 770.91 feet; thence South 00 degrees 28 minutes 20 seconds East, a distance of 2,692.24 feet; thence South 01 degree 10 minutes 22 seconds East, a distance of 1,362.81 feet to the point of beginning, ALSO:

Commencing at the northeast corner of the West Half of the Southwest Quarter of said Section 9; thence North 88 degrees 27 minutes 53 seconds West along the north line of the West Half of said Southwest Quarter, a distance of 360.05 feet to the westerly right of way line of the Burlington Northern Santa Fe Railroad and the point of beginning.

From said point of beginning; thence continuing North 88 degrees 27 minutes 53 seconds West along said north line and said westerly right of way line, a distance of 16.50 feet; thence South 23 degrees 03 minutes 12 seconds East along said westerly right of way line, a distance of 482.57 feet to a point on a non-tangent curve having a radius of 756.78 feet whose center bears South 38 degrees 28 minutes 29 seconds West from said point; thence Northwesterly along said curve through a central angle of 57 degrees 52 minutes 41 seconds, an arc distance of 784.47 feet; thence South 70 degrees 35 minutes 48 seconds West, a distance of 892.78 feet to a point on a tangent curve having a radius of 995.37 feet whose center bears South 19 degrees 24 minutes 12 seconds East from said point; thence Southwesterly along said curve through a central angle of 15 degrees 19 minutes 55 seconds, an arc distance of 266.35 feet to the easterly right of way line of the Norfolk Southern Railroad; thence North 19 degrees 55 minutes 07 seconds East along said easterly right of way line, a distance of 226.98 feet; thence North 78 degrees 14 minutes 30 seconds East, a distance of 116.00 feet; thence North 38 degrees 02 minutes 30 seconds East, a distance of 450.00 feet; thence North 82 degrees 50 minutes 30 seconds East, a distance of 171.40 feet; thence North 58 degrees 53 minutes 30 seconds East, a distance of 251.60 feet; thence North 69 degrees 02 minutes 30 seconds East, a distance of 712.04 feet to the westerly right of way line of said Burlington Northern Santa Fe Railroad; thence South 23 degrees 03 minutes 12 seconds East along said westerly right of way line, a distance of 300.16 feet to the point of beginning, ALSO:

Beginning at the northeast corner of the West Half of said Southwest Quarter; thence South 00 degrees 25 minutes 42 seconds East along the east line of the West of said Southwest Quarter, a distance of 591.11 feet; thence North 23 degrees 03 minutes 12 seconds West, a distance of 649.68 feet to the north line of said Southwest Quarter; thence South 88 degrees 27 minutes 53 seconds East along said north line, a distance of 250.08 feet to the point of beginning, FOR A COMBINED TOTAL of 486.417 acres, more or less.

STATE OF ILLINOIS)
) SS
COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, do hereby certify that I am the County Clerk of the County of Montgomery, Illinois, and I do further certify that I am the keeper of the records, file ordinances, resolutions and records thereof of the County of Montgomery, Illinois, by virtue of my official position as aforesaid, and that the above and foregoing Ordinance No. _____, entitled "AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS THE CITIES OF HILLSBORO, LITCHFIELD AND COFFEEN and THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE", adopted at a regular meeting of the County Board of Montgomery County, Illinois on this 10th day of July 2007, is a true and correct and perfect copy of said Ordinance as it appears from the original of said Ordinance and the record thereof now on file.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County of Montgomery, Illinois, this 10th day of July 2007.

MONTGOMERY COUNTY

BY: Sandy Leithaiser
SANDY LEITHEISER, County Clerk

(SEAL)

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

This Amendment to the County Enterprise Zone Ordinance and the Enterprise Zone Intergovernmental Agreement, which is dated the 10th day of July 2007, is made among the County of Montgomery, Illinois; the City of Hillsboro, Illinois; the City of Litchfield, Illinois; the City of Coffeen, Illinois, the Village of Schram City, Illinois; and the Village of Taylor Springs, Illinois.

SECTION I: Amendments;

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

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

COUNTY OF MONTGOMERY, ILLINOIS;

Attest:

By Mike Plunkett
Mike Plunkett,
County Board Chairman

Sandy Leithner
County Clerk

Date: 7-10-07

CITY OF HILLSBORO, ILLINOIS

Attest:

By William Baran
William Baran, Mayor

David T. Baker
City Clerk

Date: 7-10-07

CITY OF LITCHFIELD, ILLINOIS

Attest:

By Thomas Jones
Thomas Jones, Mayor

Marilyn Shante
City Clerk

Date: 7-2-07

VILLAGE OF SCHRAM CITY, ILLINOIS

Attest:

By Michael L. Rhoades
Michael L. Rhoades, Mayor

Janet K. Stewart
Village Clerk

Date: 7-2-07

VILLAGE OF TAYLOR SPRINGS, IL

Attest:

By Carl Hallers
Carl Hallers, Mayor

Cindy Laurent
Village Clerk

Date: 7-3-07

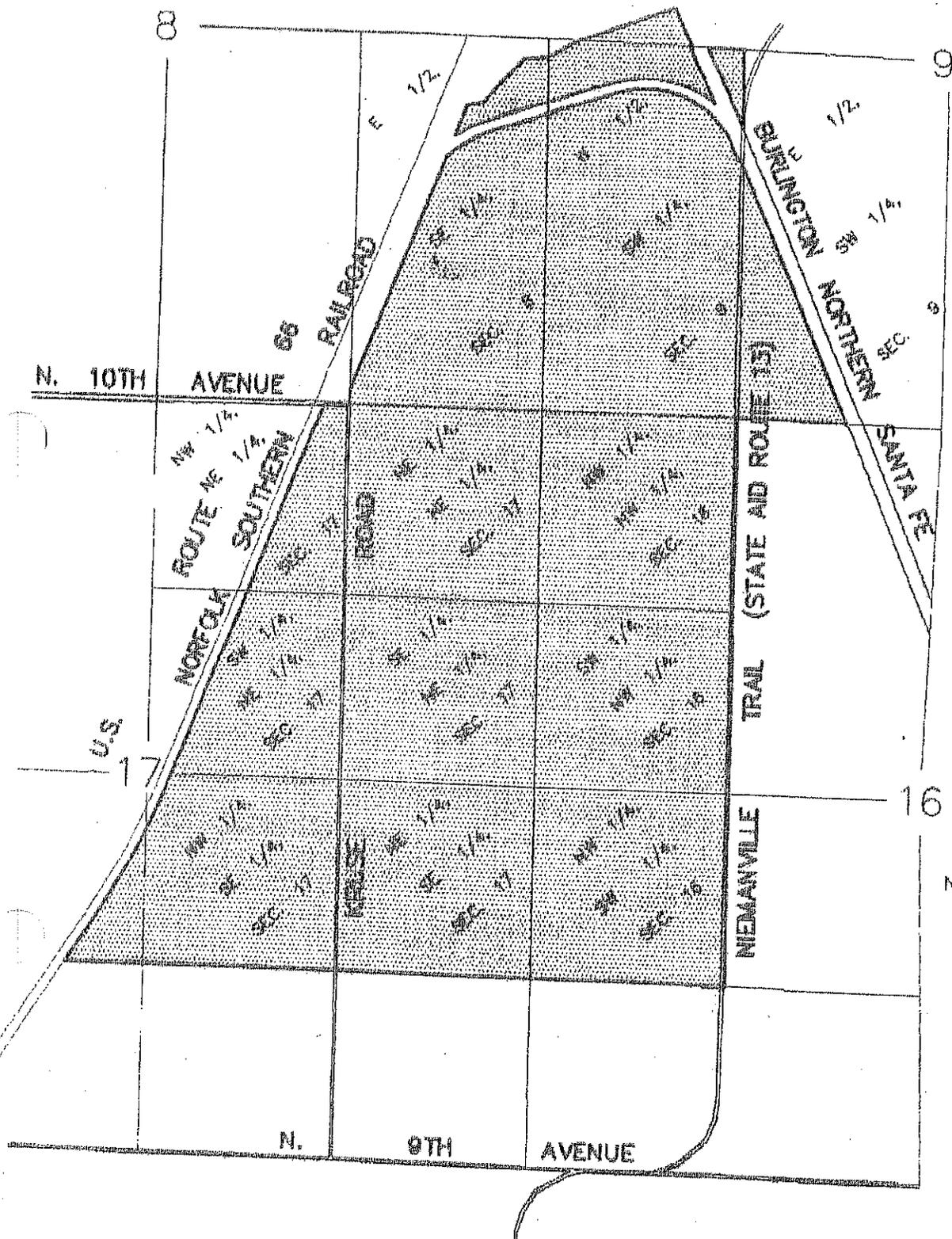
CITY OF COFFEEN, ILLINOIS

Attest:

By Dale Nowlan
Dale Nowlan, Mayor

Caroline Cooper
City Clerk

Date: 7-3-07



NOT TO SCALE

"EXHIBIT A"

LEGAL DESCRIPTION

Part of Sections 8, 9, 16 & 17, all in Township 8 North, Range 5 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Beginning at the southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 16; thence North 89 degrees 41 minutes 37 seconds West, a distance of 1358.81 feet; thence South 89 degrees 41 minutes 20 seconds West, a distance of 3243.63 feet; thence North 31 degrees 15 minutes 51 seconds East, a distance of 865.77 feet to a point on a non-tangent curve having a radius of 3,810.63 feet whose center bears North 58 degrees 44 minutes 09 seconds West from said point; thence Northeasterly along said curve through a central angle of 11 degrees 19 minutes 01 second, an arc distance of 752.66; thence North 19 degrees 56 minutes 50 seconds East, a distance of 3,000.96 feet; thence North 89 degrees 30 minutes 02 seconds East, a distance of 170.03 feet; thence North 00 degrees 32 minutes 01 second West, a distance of 105.15 feet; thence North 19 degrees 55 minutes 07 seconds East, a distance of 1,821.98 feet to a point on a non-tangent curve having a radius of 915.37 feet whose center bears South 42 degrees 34 minutes 29 seconds East from said point; thence Northeasterly along said curve through a central angle of 23 degrees 10 minutes 18 seconds, an arc distance of 370.19 feet; thence North 70 degrees 35 minutes 48 seconds East, a distance of 892.78 feet to a point on a non-tangent curve having a radius of 676.78 feet whose center bears South 19 degrees 24 minutes 12 seconds East from said point; thence Southeasterly along said curve through a central angle of 75 degrees 45 minutes 29 seconds, an arc distance of 894.86 feet; thence South 23 degrees 03 minutes 12 seconds East, a distance of 202.85 feet; thence North 66 degrees 56 minutes 48 seconds East, a distance of 15.00 feet; thence South 23 degrees 03 minutes 12 seconds East, a distance of 2,043.56 feet; thence North 88 degrees 47 minutes 01 second West, a distance of 770.91 feet; thence South 00 degrees 28 minutes 20 seconds East, a distance of 2,692.24 feet; thence South 01 degree 10 minutes 22 seconds East, a distance of 1,382.81 feet to the point of beginning, ALSO:

Commencing at the northeast corner of the West Half of the Southwest Quarter of said Section 9; thence North 88 degrees 27 minutes 53 seconds West along the north line of the West Half of said Southwest Quarter, a distance of 360.05 feet to the westerly right of way line of the Burlington Northern Santa Fe Railroad and the point of beginning.

From said point of beginning; thence continuing North 88 degrees 27 minutes 53 seconds West along said north line and said westerly right of way line, a distance of 16.50 feet; thence South 23 degrees 03 minutes 12 seconds East along said westerly right of way line, a distance of 462.57 feet to a point on a non-tangent curve having a radius of 756.78 feet whose center bears South 38 degrees 28 minutes 29 seconds West from said point; thence Northwesterly along said curve through a central angle of 57 degrees 52 minutes 41 seconds, an arc distance of 764.47 feet; thence South 70 degrees 35 minutes 48 seconds West, a distance of 892.78 feet to a point on a tangent curve having a radius of 995.37 feet whose center bears South 19 degrees 24 minutes 12 seconds East from said point; thence Southwesterly along said curve through a central angle of 15 degrees 19 minutes 55 seconds, an arc distance of 266.35 feet to the easterly right of way line of the Norfolk Southern Railroad; thence North 19 degrees 55 minutes 07 seconds East along said easterly right of way line, a distance of 226.98 feet; thence North 78 degrees 14 minutes 30 seconds East, a distance of 116.00 feet; thence North 38 degrees 02 minutes 30 seconds East, a distance of 450.00 feet; thence North 82 degrees 50 minutes 30 seconds East, a distance of 171.40 feet; thence North 82 degrees 30 seconds East, a distance of 251.60 feet; thence North 58 degrees 53 minutes 30 seconds East, a distance of 712.04 feet to the westerly right of way line of said Burlington Northern Santa Fe Railroad; thence South 23 degrees 03 minutes 12 seconds East along said westerly right of way line, a distance of 300.16 feet to the point of beginning, ALSO:

Beginning at the northeast corner of the West Half of said Southwest Quarter; thence South 00 degrees 25 minutes 42 seconds East along the east line of the West of said Southwest Quarter, a distance of 591.11 feet; thence North 23 degrees 03 minutes 12 seconds West, a distance of 649.68 feet to the north line of said Southwest Quarter; thence South 88 degrees 27 minutes 53 seconds East along said north line, a distance of 250.08 feet to the point of beginning, FOR A COMBINED TOTAL of 486.417 acres, more or less.

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SENATE JOINT RESOLUTION

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WHEREAS, It is one of the privileges of the General Assembly to pay due honor and respect to persons who devote their lives to the protection and service of the general public; and

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WHEREAS, Terry Jay Emerick of Vandalia was killed in a traffic accident on May 25, 1994, while on duty as a police officer for the Illinois Commerce Commission; and

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WHEREAS, Officer Emerick was 29 years of age at the time of his death and had served with the Illinois Commerce Commission Police for more than 2 years; and

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WHEREAS, Officer Emerick had served with the Hillsboro Police from 1989 to 1991 and previously had served as a deputy and probation officer in Fayette County; and

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WHEREAS, Terry Emerick was born March 3, 1965 in Vandalia, the son of Frank and Betty (Carman) Emerick; and

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WHEREAS, Officer Emerick graduated from Vandalia High School in 1983, attended Kaskaskia College for 2 years, and then completed a bachelor's degree at Illinois State University in Normal; and

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- 2 -

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WHEREAS, Officer Emerick married the former Connie Noyes on August 3, 1991; she lives in Hillsboro with their son, Noah Dean, now 13; and

4 WHEREAS, A portion of Illinois Route 185 between Hillsboro
5 and Vandalia lies in Montgomery County; and

6 WHEREAS, Montgomery County officials hope that a portion of
7 the highway can be designated in Officer Emerick's honor;
8 therefore, be it

9 RESOLVED, BY THE SENATE OF THE NINETY-FIFTH GENERAL
10 ASSEMBLY OF THE STATE OF ILLINOIS, THE HOUSE OF REPRESENTATIVES
11 CONCURRING HEREIN, that a portion of Illinois Route 185 in
12 Montgomery County between Hillsboro and Vandalia be designated
13 the Officer Terry J. Emerick Memorial Highway; and be it
14 further

15 RESOLVED, That the Illinois Department of Transportation
16 is requested to erect, at a location designated by officials of
17 Montgomery County, consistent with State regulations, a
18 roadside memorial giving notice of the name; and be it further

19 RESOLVED, That copies of this resolution be delivered to
20 the Secretary of the Illinois Department of Transportation and

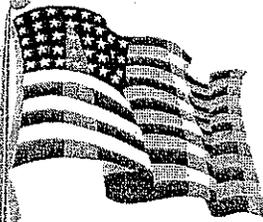
SJ0047

- 3 -

LRB095 11834 DRH 34869 r

1 the Montgomery County Board and that a suitable copy be
2 presented to Connie Noyes Emerick.

THE WORLD NEEDS GOOD



IN GOD WE TRUST

OFFICE OF
MONTGOMERY COUNTY TREASURER
AND COLLECTOR

Historic Courthouse, P.O. Box 596, Hillsboro, Illinois 62049
(217) 532-9521 FAX (217) 532-2404

Ronald D. Jenkins, Treasurer and Collector

Date: July 26, 2007
To: Bill Sielschott, Finance Committee Chairman
Montgomery County Board
From: Ron Jenkins, Sandy Leitheiser, Bill Purcell, Ray Durston, and Cindy Laurent
Subject: Proposals for Computer Services

On July 25, 2007, a meeting was held with the following in attendance; Ron Jenkins, Treasurer's Office; Sandy Leitheiser, County Clerk's Office; Bill Purcell, Information System's Office; and Ray Durston and Cindy Laurent, Chief Assessing Office. The purpose of this meeting was to discuss proposals submitted to the County by DEVNET, Inc. and Manatron, Inc. for providing computer services on real estate taxes. Manatron, Inc. is the current provider to the County for this service. However, the current system provided by Manatron, Inc. has become so antiquated that the system is no longer offered by Manatron, Inc., so Manatron is proposing a new system. After much discussion about each corporation and their proposal, there was a unanimous consensus that DEVNET offered the County a much more open, flexible, and proven real estate tax system. The consensus was based on the fact that:

1. Manatron is proposing a new system which is not currently up-and-running, as completely installed by Manatron, in any Illinois county;
2. DEVNET is currently operating in 37 counties;
3. DEVNET system is field proven since at least 1998, Manatron is not in the field yet;
4. DEVNET 4 year cost is \$21,000 less than Manatron;
5. The current Manatron system is not only a dinosaur but will ultimately be totally phased out, thereby forcing a change;
6. The opportunity is here to bring Montgomery County into the modern age of computer software for real estate taxes.

Respectfully submitted,

Ron Jenkins

Sandy Leitheiser

Bill Purcell

Ray Durston

Cindy Laurent

COMPUTER SERVICE PROPOSALS

Item	Service Provided	DEVNET					MANATRION					Four Year Fixed Cost		
		YEAR					YEAR							
		One	Two	Three	Four	Total	One	Two	Three	Four	Total			
1	Property Tax Software License	28,560	-	-	-	-	-	-	-	-	-	-	-	-
2	CAMA Software License	11,500	-	-	-	-	-	-	-	-	-	-	-	-
3	Combined Annual License, Software, and Support/ Maintenance (Item #15)	-	35,000	35,000	35,000	105,000	27,000	28,890	30,912	33,076	119,878	-	-	
4	Third Party Software	-	-	-	-	-	13,200	-	-	-	13,200	-	-	
5	Third Party Software Support (Item #15)	-	-	-	-	-	4,125	4,414	4,723	5,053	18,315	-	-	
6	Training	-	-	-	-	-	-	-	-	-	-	-	-	
7	Conversion: CAMA;	-	-	-	-	-	-	-	-	-	-	-	-	
	Sketch drawing 14,277 @ \$2	28,554	-	-	-	28,554	-	-	-	-	-	-	-	
	Sketch drawing 14,277 @ \$5 min.	-	-	-	-	-	71,385	-	-	-	71,385	-	-	
	Tax Data / CAMA (attribute)	4,000	-	-	-	4,000	-	-	-	-	-	-	-	
8	CAMA Software (Item #15)	-	-	-	-	-	5,000	5,350	5,725	6,125	22,200	-	-	
9	Apex Sketch Licenses = 3 @ \$545 ea.	1,635	645	645	645	3,570	-	-	-	-	-	-	-	
10	View Image Licenses = 18 @ \$150 ea.	2,700	-	-	-	2,700	-	-	-	-	-	-	-	
11	Total Cost	\$ 76,949	\$ 35,645	\$ 35,645	\$ 35,645	\$ 183,884	\$ 120,710	\$ 38,654	\$ 41,360	\$ 44,255	\$ 244,978	\$ 199,488		

↓
in place
in 37.
Creative

↓ head
↓ windows
↓ system
↓ Ascend
↓ in place
↓ in 1 country
↓ (Lanka)

↓ current DOS
↓ system

REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY08 BUDGET REQUEST TO FY07 ACTUAL EXTENSION

DRAFT 08/06/07

(A) ITEM #	(B) FUND DESCRIPTION	(C) MAXIMUM ALLOWABLE EXTENSION RATE	(D) 2007 TAX YEAR ESTIMATED TAXABLE VALUE	(E) BUDGET REQUEST	(F) 2006 TAX YEAR ACTUAL TAXABLE VALUE	(G) ACTUAL EXTENSION	(H) FY08 BUDGET MORE (LESS) 2007 ACTUAL EXTENSION	(I) FY08 BUDGET MORE (LESS) 2007 ACTUAL EXTENSION	
COUNTY:									
1	CORPORATE GENERAL	0.2025%	322,000,000	650,000	320,000,000	550,000	100,000	18.1818%	
2	COUNTY SENIOR SOCIAL SERVICES	0.02350%	322,000,000	60,000	320,000,000	74,000	(14,000)	-18.9189%	
3	VETERANS ASSISTANCE COMMISSION	0.02200%	322,000,000	64,400	320,000,000	44,000	20,400	0.0000%	
4	HEALTH	0.1000%	322,000,000	322,000	320,000,000	320,000	2,000	0.6250%	
5	I.M.R.F.	NO LIMIT	322,000,000	800,000	320,000,000	700,000	100,000	14.2857%	
6	SOCIAL SECURITY	NO LIMIT	322,000,000	250,000	320,000,000	435,000	(185,000)	-42.5287%	
7	LIABILITY INSURANCE	NO LIMIT	322,000,000	255,000	320,000,000	232,500	22,500	9.6774%	
8	TUBERCULOSIS	0.0750%	322,000,000	86,500	320,000,000	66,500	20,000	30.0752%	
9	COUNTY HIGHWAY	0.1000%	322,000,000	322,000	320,000,000	320,000	2,000	0.6250%	
10	FEDERAL AID MATCHING	0.0500%	322,000,000	161,000	320,000,000	160,000	1,000	0.6250%	
11	AID TO BRIDGES	0.0500%	322,000,000	161,000	320,000,000	160,000	1,000	0.6250%	
12	TOTAL COUNTY		322,000,000	3,131,900	320,000,000	3,062,000	69,900	2.2828%	
AMBULANCE SERVICE:									
13	HILLSBORO	0.1500%	UNAVAILABLE	157,000	123,438,668	154,000	3,000	1.9481%	
14	LITCHFIELD	0.1500%	UNAVAILABLE	165,000	101,116,318	145,000	20,000	13.7931%	
15	NOKOMISWIT	0.3000%	UNAVAILABLE	97,500	37,190,437	78,000	19,500	25.0000%	
16	RAYMOND/HARVEL	0.1500%	UNAVAILABLE	31,684	28,692,767	32,662	(978)	-2.9943%	
17	FARMERSVILLE/WAGGONER	0.3000%	UNAVAILABLE	63,000	21,572,251	58,000	5,000	8.6207%	
18	TOTAL AMBULANCE		UNAVAILABLE	514,184	312,010,441	467,662	46,522	9.9478%	
19	EXTENSION SERVICE	0.0500%	322,000,000	146,000	320,000,000	146,000	-	0.0000%	
TOTAL COUNTY, AMBULANCE, AND EXTENSION SERVICE									
20				3,792,084		3,675,662	116,422	3.1674%	
21	MINUS COUNTY ELECTION COST (ESTIMATE)			199,040		252,855	(53,815)	-21.2829%	
TOTAL COUNTY, AMBULANCE, AND EXTENSION SERVICE MINUS ESTIMATED ELECTION COST									
22				3,593,044		3,422,807	170,237	4.9736% ***	
23	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

SUMMARY

FY08 Budget Request (Column E, Item #22)	3,593,044
FY07 Actual Extension (Column G, Item #22)	3,422,807
Difference	170,237
.05 of FY07 Actual Extension (Column G, Item #22)	171,140
	(903)

BOOK

7 PAGE 220

200700040871
 Filed for Record in
 MONTGOMERY COUNTY, IL
 SANDY LEITHEISER
 08-14-2007 At 09:53 am.
 LEASE 44.00
 DR Book 1212 Page 8 - 16
 RHSP Surcharge 10.00
 Instrument Book Page
 200700040871 DR 1212 8

**SUPPLEMENTAL
 MEMORANDUM OF MINERAL
 LEASE**

Prepared by:

BPI Energy, Inc.
 95 N. Research Dr., Suite 110
 Edwardsville, IL 62025

**SUPPLEMENTAL
MEMORANDUM OF MINERAL LEASE**

This supplemental memorandum of mineral lease (herein this "Memorandum") is made this 14th day of August, 2007, by and between the COUNTY OF MONTGOMERY, ILLINOIS, c/o Montgomery County Court House, Hillsboro, Illinois 62049, (herein the "Lessor"), and BPI ENERGY, INC., of 95 N. Research Drive, Suite 110, Edwardsville, IL 62025, (herein the "Lessee").

NOTICE IS HEREBY GIVEN that Lessor and Lessee have entered into a mineral lease dated the 28th day of November, 2005 and memorandum of mineral lease of the same date and recorded in the office of the Montgomery County Recorder in book 1105 at pages 1 - 69. The mineral lease and memorandum pertain to the oil, gas, and coalbed

gas underlying the lands described on Exhibit A in said mineral lease and memorandum. The mineral lease is for a primary term of five years and as long thereafter as oil, gas, or coalbed gas or any of them are being produced from the lands described in Exhibit A or lands pooled or unitized therewith.

The mineral lease also provides for a royalty, delay rentals, shut-in royalties, pooling clause, dry hole clause, provisions with respect to coal mining, a lesser interest clause and other clauses concerning development and operations and further provides that the lease covers all interests in the lands described in the lease, including all interest in which Lessor has a preferential right of acquisition or acquires by reversion or otherwise, whether or not specifically described therein, as well as all lands owned or hereafter vested or claimed by Lessor.

This supplemental memorandum of lease is placed of record for the purpose of adding additional lands now owned by the Lessor to the original mineral lease that were acquired through tax deeds.

All of the terms and conditions of the mineral lease are incorporated herein by reference with the same effect as if set forth herein in full. All parties dealing with the lands described on Exhibit A of the mineral lease, memorandum of lease and this supplemental memorandum of lease and lands described in Exhibit A hereof, shall deal with and be subject to all terms and conditions of the original mineral lease as if originally written and contained therein.

This memorandum shall be binding upon and inure to the benefit of the parties hereto together with their successors and assigns.

EXECUTED the day and year above written.

LESSOR

COUNTY OF MONTGOMERY, ILLINOIS

BY Michael R. Holt

Its County Board Chairman

LESSEE

BPI ENERGY, INC.

BY Dan Anderson

Its Director Property Acquisitions

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 Montgomery County Board-Mike Holt personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 14th day of August, 2007.



Dawn M. Lutz
Notary Public
My Commission Expires:
6-17-2008

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that ~~James G. Azlem~~ ^{Dale G. Linderson}, personally known to me to be the president of BPI ENERGY, INC., whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such that he signed and delivered the said instrument of writing as president of said Corporation, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Director of Property Acquisition

Given under my hand and seal this 14th day of August, 2007.



Dawn M. Lutz
Notary Public
My Commission Expires:
6-17-2008

Exhibit A

Certificate #	Legal Description	Page # 1
7	All Section Thirty-one (31) Excepting 4 Acres NW NO 9486 219/318 19 Acres MO Coal Rights 02-31/1-100-001 12-4-215 -31.1-100-001 Section Thirty-one (31) Township Twelve (12) Range Four (4) Parcel Index # 02-000-215-00	
9	The W 1/2 and SE 1/4 of Section Seven (7) NO 9486 219/138 Coal Rights 01-07/1-100-001 12-5-544 -07.1-100-001 Section Seven (7) Township Twelve (12) Range Five (5) Parcel Index # 02-000-544-00	
10	The S 1/2 Section Eighteen (18) Excepting N 45.74 Acres SW 24.33 Acres MO Coal Rights 12-5-550 & 554 & 554 1/2 01-18.1-400-002 Section Eighteen (18) Township Twelve (12) Range Five (5) Parcel Index # 02-000-550-00	
11	The North 45.74 Acres of the SW 1/4 Coal Rights 12-5-550-5 01-18.1-300-002 Section Eighteen (18) Township Twelve (12) Range Five (5) Parcel Index # 02-000-550-05	
12	The N 1/2 Section Eighteen (18) Coal Rights 12-5-550-10 01-18.1-100-002 Section Eighteen (18) Township Twelve (12) Range Five (5) Parcel Index # 02-000-550-10	
13	The N 1/2 SW 1/4 Section Nineteen 276/151 Coal Rights 34 63/100 Acres MO 01-19/1-300-001 12-5-554-1 -19.1-300-001 Section Nineteen (19) Township Twelve (12) Range Five (5) Parcel Index # 02-000-554-01	
14	The S 1/2 and the NE 1/4 of Section Twenty-one (21) 219/138 120 31/100 Acres MO NO 9486 Coal Rights 01-21/1-200-001 12-5-555 -21.1-200-001 Section Twenty-one (21) Township Twelve (12) Range Five (5) Parcel Index # 02-000-555-00	
15	All Section Twenty-two (22) NO 9486 219/138 188 44/100 Acres Mined Out Coal Rights 01-22/1-100-001 12-5-556 -22.1-100-001 Section Twenty-two (22) Township Twelve (12) Range Five (5) Parcel Index # 02-000-556-00	
16	The South 1/2 and the NW 1/4 of Section Twenty-three (23) NO 9486 226/577 & 219/138 24 75/100 Acres Mined Out Coal Rights 01-23/1-100-001 12-5-557 -23.1-100-001 Section Twenty-three (23) Township Twelve (12) Range Five (5) Parcel Index # 02-000-557-00	
17	The W 1/2 & W 1/2 NE 1/4 of Section Twenty-five (25) NO 9486 240 Acres MO 219/13 Coal Rights 01-25/1-100-001 12-5-559 -25.1-100-001 Section Twenty-five (25) Township Twelve (12) Range Five (5) Parcel Index # 02-000-559-00	
18	All Section Twenty-six 512 Acres MO NO 9486 219/138 & 225/193 Coal Rights 01-26/1-100-001	

Exhibit A

Certificate #	Legal Description	Page # 2
	12-5-560 -26.1-100-001 Section Twenty-six (26) Township Twelve (12) Range Five (5) Parcel Index # 02-000-560-00	
19	All Section Twenty-seven 640 Acres Mined Out NO 9486 Coal Rights 01-27/1-100-001 12-5-561 -27.1-100-001 Section Twenty-seven (27) Township Twelve (12) Range Five (5) Parcel Index # 02-000-561-00	
20	All Section Twenty-eight (28) Excepting W 1/2 of the NW 1/4 224/273 560 Acres Mined Out NO 9486 Coal Rights 01-28/1-200-001 12-5-562 -28.1-200-001 Section Twenty-eight (28) Township Twelve (12) Range Five (5) Parcel Index # 02-000-562-00	
21	The E 1/2 of E 1/2 of Section Thirty-two (32) Excepting the West 1 Acre of the NE 1/4 of SE 1/4 NO 9486 219/138 159 Acres MO Coal Rights 01-32/1-200-002 12-5-563 -32.1-200-002 Section Thirty-two (32) Township Twelve (12) Range Five (5) Parcel Index # 02-000-563-00	
22	All Section Thirty-four (34) 640 Acres MO NO 9486 219/138 & 209/509 Coal Rights 01-34/1-100-001 12-5-564 -34.1-100-001 Section Thirty-four (34) Township Twelve (12) Range Five (5) Parcel Index # 02-000-564-00	
23	All Section Thirty-five (35) Excepting the SE 1/4 480 Acres MO NO 9486 219/138 & 226/577 Coal Rights 01-35/1-100-001 12-5-565 -35.1-100-001 Section Thirty-five (35) Township Twelve (12) Range Five (5) Parcel Index # 02-000-565-00	
24	All Section Thirty-six (36) 614 AC MO NO 9486 219/138 Coal Rights 01-36/1-100-001 12-5-566 -36.1-100-001 Section Thirty-six (36) Township Twelve (12) Range Five (5) Parcel Index # 02-000-566-00	
25	The W 1/2 & NE 1/4 Section Thirty-three (33) Excepting PT NE & PT SE 478 1/2 Acres MO NO 9486 219/138 Coal Rights LCL-FRMVL 01-33/1-12-5-569 100-001 -33.1-100-001 Section Thirty-three (33) Township Twelve (12) Range Five (5) Parcel Index # 02-000-569-00	
33	Lot 11 and the West Half of Lot 12 in Block 3 in Sedentop's Second Addition to the Village of Farmersville, (except coal underlying said premises), in Montgomery County, Illinois. 12-5-685-4 01-33-412-017 Parcel Index # 02-000-685-20	
53	A part of Tract "A" of the Plat of Hardebeck's Second Addition, as recorded in Plat Book 1, page 27, being part of S 1/2 of Section Six (6), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point 181.5 feet North of the Southeast corner of Tract "A", thence running North 60 feet, thence running East 240 feet, thence running South 60 feet, thence running East 24 feet to the place of beginning.	

Exhibit A

Certificate #	Legal Description	Page # 3
	excepting all coal rights underlying said premises, and the right to mine and remove the same, situated in the County of Montgomery, in the State of Illinois. 8-3-1220 17-06-376-005 Parcel Index # 04-001-220-00	
54	That part of Lots One and Two in Block One in the Original Town of Coffeen, described as follows to-wit: Beginning at a point 23 feet and 5 inches Northwest of the Southeast corner of Lot Two in said Block One, and running thence Northeast parallel with the line between Lots One and Two, 34 feet; running thence Southeasterly parallel with the Southwest line of Lots One and Two, to the line between Lot One and the right of way of the New York, Chicago, & St. Louis Railroad Company; running thence in a Southwesterly direction 34 feet to the Southeast corner of Lot One, running thence Northwest along the Southwest end line of said Lots One and Two to the place of beginning; also the Southwest Half of the Southeast Half of Lot One, excepting the Southwest 34 feet thereof hereinabove described; all in Block One of the Original Town of Coffeen; subject to the reservations as contained in a Deed duly recorded in the Office of the Recorder of Montgomery County, Illinois, as shown in Deed Record 179 at Page 428, excepting the coal and mineral rights underlying said real estate, all if said property being situated in the City of Coffeen and further, situated in the County of Montgomery in the State of Illinois. 8-3-1250 17-35-340-013 Parcel Index # 04-001-250-00	
65	The West One-Hundred Twenty (120) feet of Lots Nineteen (19), Twenty (20), and Twenty-one (21), also the West Thirty (30) feet of Lots Twenty-two (22) and Twenty-three (23) of McLean's Addition to the City of Coffeen, East Fork Township, Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois. 8-3-1594 17-35-384-003 Parcel Index # 04-001-594-00	
98	All Section Six (6) 50 AC MO NO 9486 219/138 Coal Rights 04-06/1-100-001 11-4-177-06.1-100-001 Section Six (6) Township Eleven (11) Range Four (4) Parcel Index # 07-000-177-00	
107	That Part of the Southwest Quarter of the Northwest Quarter Section One (1), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, being described as follows: Beginning at a point Fifty-five and fourteen Hundredths (55.14) South of the Northeast corner; thence South Eighty-Three degrees (83°) West to Shoal Creek; thence Easterly along Shoal Creek to the East Line of said Section Eight (8), thence North along said Section Line to the point of beginning, all situated in Montgomery County, State of Illinois. 16-01-101-003 Parcel Index # 08-100-013-00	
108	3.76 AC IN N 1/2 NE LAND CORP LIMITS HILLSBORO COAL RIGHTS 16-12.1-200-001 8-4-707-98 -12.1-200-001 S12 T08 R4 Parcel Index # 08-100-707-98	
115	Lot 45 excluding the South Twenty (20) feet and all of Lot 46 in North Park Addition to the	

Exhibit A

Certificate #	Legal Description	Page # 4
	Village of Taylor Springs, Montgomery County, Illinois.8-4-3795 THRU 3800 16-13-305-023 Parcel Index # 08-103-795-00	
191	The North (N) One Hundred Twenty-nine (129) feet of the East Half (E1/2) of Block Four (4) and all that part of Block Five (5) lying East (E) of the centerline of said block; all in J.E. Haller's subdivision of Block Five (5) in Miller and Young's Second addition to Nokomis (excepting all coal underlying said Blocks), situated in Montgomery County, Illinois. 10-2-1204 08-14-455-004 Parcel Index # 10-001-204-00	
279	All Section One (1) Excepting S 1/2 of SW & Excepting 5 71 7/10 Acres SE 322/706 488 3/10 Acres MO Coal Rights 11-5-411 03-01.1-100-002 Section One (1) Township Eleven (11) Range Five (5) Parcel Index # 12-000-411-00	
280	The N 1/2 & SW 1/4 of Section Two (2) 322/706 480 Acres MO NO 9486 Coal Rights 11-5-412 & 413 03-02.1-100-002 Section Two (2) Township Eleven (11) Range Five (5) Parcel Index # 12-000-412-00	
281	All Section Three (3) 640 Acres MO NO 9486 219-138 Coal Rights 03-03/1-100-001 11-5-414 415 -03.1-100-001 Section Three (3) Township Eleven (11) Range Five (5) Parcel Index # 12-000-414-00	
282	All Section Four (4) 621 41/100 Acres MO 480 Acres NO 9486 160 AC NO 16832 Coal Rights 11-5-416 441-442 03-04.1-300-002 Section Four (4) Township Eleven (11) Range Five (5) Parcel Index # 12-000-416-00	
283	The E 1/2 of the SE NO 9486 and SE 1/4 of the NE 1/4 NO 16832 99 84/100 AC MO Coal Rights 03-05/1-200-002 11-5-417 & 443 -05.1-200-002 Section Five (5) Township Eleven (11) Range Five (5) Parcel Index # 12-000-417-00	
284	The E 1/2 Section Eight (8) 9 17/100 AC MO NO 9486 219/138 Coal Rights 03-08/1-200-001 11-5-418 -08.1-200-001 Section Eight (8) Township Eleven (11) Range Five (5) Parcel Index # 12-000-418-00	
285	Part Section Nine (9) 322/710 121 1/10 Acres MO NO 9486 Coal Rights 11-5-419/420/423 03-09.1-100-001 Section Nine (9) Township Eleven (11) Range Five (5) Parcel Index # 12-000-419-00	
286	The E 1/2 of the NW 1/4 & N 60 Acres of the W 1/2 NE 1/4 of Section Nine (9) 322/710 117 97/100 Acres MO Coal Rights NO 16832 11-5-419-10 03-09.1-100-002 Section Nine (9) Township Eleven (11) Range Five (5) Parcel Index # 12-000-419-10	
287	All Section Ten (10) Excepting Part Lying 300 FT S OF Aband Crown I Mine 322/710 247 5/100	

Exhibit A

Certificate #	Legal Description	Page #
	Acres MO Coal Rights 11-5-424 -10.1-100-001 Section Ten (10) Township Eleven (11) Range Five (5) Parcel Index # 12-000-424-00	5
298	A part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section (18) Township Ten (10) North, Range Four (4) west of the Third 3rd. Principal Meridian beginning at a point on the Southwest line of Southworth street directly opposite the Southeast side of the Southwest end of McGown Street, thence running One Hundred and Fifty Eight (158) feet Southeast along the South line of Southworth Street; Thence Two Hundred and Thirty Two (232) feet Southwest, thence One Hundred and Fifty eight (158) feet Northwest; Thence Two Hundred and thirty two (232) feet Northeast to the place of beginning EXCEPT: That part described as beginning at a point on the south west line of Southworth street, directly opposite the southeast side of the south west end of McGown Street, thence running One hundred and forty two (142) feet southeast along the south line of Southworth Street, thence One hundred (100) feet south west, thence One hundred forty two (142) feet Northwest, thence one hundred (100) feet northeast to the place of beginning, situated in the village of Raymond, (114/553), and EXCEPT; that part described as at a point on the Southwest line of Southworth Street, directly opposite the Southeast side of the Southwest end of McGown Street, thence running One Hundred (100) feet Southwest, thence One Hundred Forty two (142) feet Southeast, Thence fifty (50) feet Southwest; Thence One Hundred Forty Two (142) feet Northwest; Thence Fifty (50) feet Northeast to the place of beginning, (114/553), and, EXCEPT: that part described as beginning at a point on the southwest line of Southworth Street directly opposite the southeast side of the of the southwest end of McGown Street, thence running one hundred fifty (150) feet southwest, thence one hundred fifty eight (158) feet southeast; thence eighty two (82) feet southwest; thence one hundred fifty eight (158) feet northwest; thence eighty two (82) feet northeast to the place of beginning. (115/575) 06-18-208-012 Parcel Index # 13-000-441-01	
373	The West Twenty-five (25) feet of Lot Number Five (5) of Oland Park, an Addition to the City of Witt; also seven and one half (7 1/2) inches off the West side of the East twenty five (25) feet of the same lot; also the right to use as party wall, the East four and one half (4 1/2) inches of the East wall of the Knights of Pythias building, located on Lot Six (6) of said OLAND PARK, situated in the County of Montgomery, in the State of Illinois. 9-2-1114 13-06-263-003 Parcel Index # 18-001-114-00	
379	The North Two (2) acres of the Southwest Quarter of the Northeast Quarter of Section Fourteen, Township Ten North, Range Five West of the Third Principal Meridian, situated in the County of Montgomery, in the State of Illinois 05-14-200-002 Parcel Index # 19-000-137-00	

RESOLUTION # 07-13**A RESOLUTION IN SUPPORT OF WEST CENTRAL
DEVELOPMENT COUNCIL FOR ECONOMIC
DEVELOPMENT COMPREHENSIVE PLANNING
ACTIVITIES**

WHEREAS, the West Central Development Council (WCDC), consisting of the seven counties of Calhoun, Christian, Greene, 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.

NOW, 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.

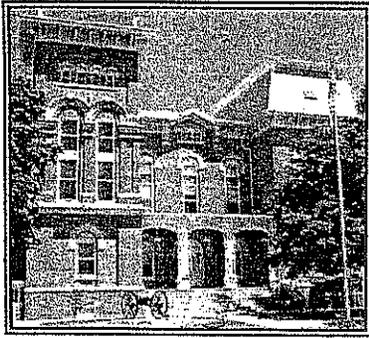
SIGNED this 13th day of Aug., 2007.



Mike Plunkett, Chairman
Montgomery County Board

ATTEST: 

Montgomery County Clerk



Mike Plunkett, Chairman
Montgomery County

#1 Courthouse Square

P.O. Box 122

Hillsboro, Illinois 62049

Phone: (217) 532-9577 Fax: (217) 532-9585

Date: Tuesday, August 14th, 2007

Mr. Jack Price
Department of Commerce, EDA
111 North Canal Street, Suite 855
Chicago, Illinois 60606-7204

Dear Mr. Price,

On behalf of Montgomery County, I would like to show my support for the submission of a Comprehensive Economic Development Strategy (CEDS) document to your agency. Montgomery County has worked with the West Central Development Council for over 30 years. In that time, the WCDC has assisted Montgomery County in many economic development projects. The goals and objectives listed in the CEDS document are parallel with the goals that Montgomery County is currently pursuing.

Montgomery County is aware of the importance of pursuing a viable growing economy, which will contribute to the economic well being of its residents through permanent, private sector employment opportunities. We believe that the CEDS is an objective assessment of Montgomery County and the region's development strengths and weaknesses as part of a broader planning process.

Thank you for taking the time to review the Comprehensive Economic Development Strategy submitted by the WCDC for the seven county region, which includes Montgomery County.

Sincerely,

Mike Plunkett, Chairman
Montgomery County Board

ORDINANCE #07-14
ESTABLISHING A STANDARD PERMANENT INDEX
NUMBERING SYSTEM

WHEREAS, Illinois law authorizes counties with a population of less than one million (1,000,000) inhabitants to create a Permanent Real Estate Index Numbering System which shall describe all real estate in the County by section, township, range, lot, block, subdivision, parcel, the street or post office address, if any, and street code number, if any; and

WHEREAS, it is determined that it would be in the best interest of the people of the County of Montgomery that a Permanent Index Numbering System be established consistent with Illinois law; and

WHEREAS, use of this Permanent Index Numbering System Identification Number is utilized by a majority of County Offices, and has proven to be the most accessible identification of property within the County and most efficient recordation of property,

NOW THEREFORE BE IT ORDAINED, by the County Board of Montgomery County that a Permanent Index Numbering System be made standard throughout the County and that the Recorder of Deeds begin implementation of this standard as soon as practicable; and

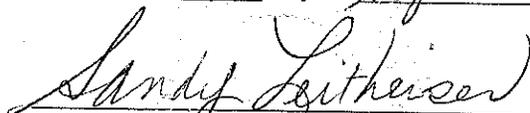
BE IT FURTHER ORDAINED, that every instrument which purports to affect real property and which is thereafter to be recorded in the Recorder's Office must have affixed thereto a Permanent Index Number designated for that parcel of property; and

BE IT FURTHER ORDAINED, that the Recorder of Deeds shall not accept for recording purposes an instrument which does not have the Permanent Index number designated for that parcel of property; and

BE IT FURTHER ORDAINED, that this Permanent Index Numbering System shall also require that every instrument which purports to affect real property and which is thereafter to be recorded in the Recorder's Office must also have listed on said instrument the physical and post office address (if any) for that parcel of property to be accepted for recording purposes, and

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on the 1st of October, 2007.

Passed this 11th day of September, 2007.


Montgomery County Clerk


Chairman, Montgomery County Board

RESOLUTION NO. 07-15

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 18-000-639-00

as described in Certificate No. 317 sold November 15, 1999.

WHEREAS, a public auction was held July 27, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of September, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

Permanent Index No.: 18-000-639-00

**ATTACHMENT
LEGAL DESCRIPTION**

That part of the Southeast Quarter (SE 1/4) of Section 6, Township 9 North, Range 2 West of the Third Principal Meridian, described as follows: Beginning at a point 123 1/2 feet North of the Northeast corner Block 2 as shown on the Record Plat of the Town of Paisley (now within the corporate limits of the City of Witt), thence West 100 feet, thence North 21 feet, thence East 100 feet and thence South 21 feet to the place of beginning, situated in Montgomery County, Illinois

DEED

BOOK

7 PAGE 234

200700041895
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
10-15-2007 At 11:09 am.
TAX DEED 29.00
OR Book 1223 Page 23 - 24
Instrument Book Page
200700041895 OR 1223 23

Return Deed &
Mail Tax Statement To:

David J. and Pamela Weitekamp
37 W. Broadway P.O. Box 461
Witt, IL 62094

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

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

That part of the Southeast Quarter (SE 1/4) of Section 6, Township 9 North, Range 2 West of the Third Principal Meridian, described as follows: Begining at a point 123 1/2 feet North of the Northeast corner Block 2 as shown on the Record Plat of the Town of Paisley (now within the corporate limits of the City of Witt), thence West 100 feet, thence North 21 feet, thence East 100 feet and thence South 21 feet to the place of begining, situated in Montgomery County, Illinois

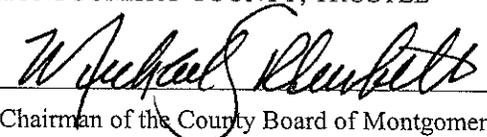
Permanent Index No.: 18-000-639-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of September, 2007.

ATTEST:

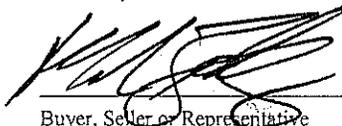

County Clerk of Montgomery County, Illinois
STATE OF ILLINOIS
COUNTY OF MONTGOMERY

MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

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

Given under my hand and notarial seal, this 11th day of September 2007.

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


Buyer, Seller or Representative


NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



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

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY

CLERK/RECORDER OF MONTGOMERY COUNTY
765 ILCS 205/1 States in part:

Instrument Book Page
200700041895 OR 1223 24

18-000-639-00

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

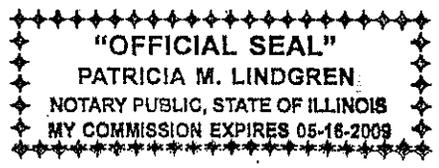
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 17 day of September, 2007.

[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

RESOLUTION NO. 07-16

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 18-000-638-00

as described in Certificate No. 321 sold October 30, 2000.

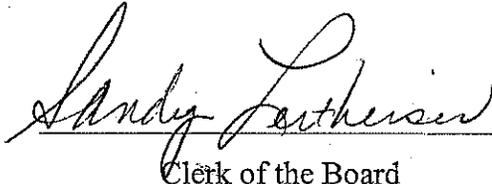
WHEREAS, a public auction was held July 27, 2007, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of September, 2007.


CHAIRMAN

ATTEST:


Clerk of the Board

Permanent Index No.: 18-000-638-00

**ATTACHMENT
LEGAL DESCRIPTION**

That part of the Southeast Quarter of Section 6, Township 9 North, Range 2 West of the Third Principal Meridian, described as follows, to-wit; Beginning at a point 99 1/2 feet North of the Northeast corner of Block 2 as shown on the recorded plat of the Town of Paisley, running thence West 100 feet, thence North 24 feet, thence East 100 feet and thence South 24 feet to the place of beginning, situated in the City of Witt, Montgomery County, Illinois.

13-06-402-005

DEED

200700041896
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
10-15-2007 At 11:09 am.
TAX DEED 29.00
OR Book 1223 Page 25 - 26
Instrument Book Page
200700041896 OR 1223 25

Return Deed &
Mail Tax Statement To:

Daivd J. and Pamela Weitekamp
37 W. Broadway P.O. Box 461
Witt, IL 62094

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

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

That part of the Southeast Quarter of Section 6, Township 9 North, Range 2 West of the Third Principal Meridian, described as follows, to-wit; Beginning at a point 99 1/2 feet North of the Northeast corner of Block 2 as shown on the recorded plat of the Town of Paisley, running thence West 100 feet, thence North 24 feet, thence East 100 feet and thence South 24 feet to the place of beginning, situated in the City of Witt, Montgomery County, Illinois. 13-06-402-005

Permanent Index No.: 18-000-638-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 11th day of September, 2007.

ATTEST

County Clerk of Montgomery County, Illinois
STATE OF ILLINOIS
COUNTY OF MONTGOMERY)
ss.

MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

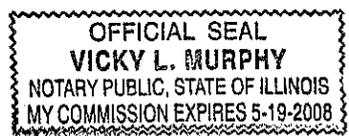
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL PLUNKETT, CHAIRMAN OF THE COUNTY BOARD MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me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

Given under my hand and notarial seal, this 11th day of September 2007.

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


Buyer, Seller or Representative


NOTARY PUBLIC



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

PLAT ACT - AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY

CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

Instrument 200700041896 OR Book Page 1223 26

18-000-638-00

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

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

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

Affiant Signature [Handwritten Signature]

Subscribed and Sworn to before me this 17 day of September, 2007

Notary Public [Handwritten Signature: Patricia M. Lindgren]



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

FILED
SEP 05 2007

FY 2007

AGREEMENT BETWEEN

Sandra Leitheiser COUNTY CLERK**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax (\$145,000) 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, 2007, the county shall have reimbursed to the LAAS an amount not less than 100% of the total amount collected pursuant to the levy:

Remittance will be 4 to 5 times between July 1, 2007 and December 31, 2007, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The LAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2006 through November 30, 2007.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by LAAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the LAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	41
Nokomis / Witt -	13
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2006 and continuing monthly thereafter for FY '07, the sum of **\$2014.77** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '07 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the LAAS.

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

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

Continued on Page 3

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

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

10. The LAAS will submit a tentative FY '08 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '07.
11. The LAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the LAAS.
12. The LAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2007, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the LAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The LAAS shall provide an audit of the LAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of LAAS fiscal year on November 30, 2007.
14. The LAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the LAAS or its duly authorized agent.

Continued on page 4



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

Michael Smith
County Board Chairman

9/11/07
Date

Attest:

Sandy Luthersen
County Clerk

9/11/07
Date

LITCHFIELD AREA ABULANCE SERVICE

Thomas L. Jones
Authorized Representative

9-4-07
Date

James
Title

I, Marilyn S. Hartke, City Clerk of the City of Litchfield, Montgomery County, Illinois, do hereby certify that the foregoing to be a true, perfect, and complete copy of Resolution No. 6-07 "Requesting a Tax Levy for the Litchfield Ambulance Special Area Fiscal Year 12-1-07 through 11-30-08" passed by the City Council at its Regular Meeting held on September 4, 2007.

IN WITNESS WHEREOF, I have unto subscribed my name and attached the official seal of said City, at Litchfield, Illinois on this the 5th day of September, 2007.

Marilyn S. Hartke
City Clerk

FY 2007

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (\$154,000), 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, 2007, the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2007 and December 31, 2007, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2006 through November 30, 2007.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by HAAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the HAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	41
Nokomis / Witt -	13
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2006 and continuing monthly thereafter for FY '07, the sum of **\$1916.50** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '07 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

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

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

Continued on Page 3

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

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

10. The HAAS will submit a tentative FY '08 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '07.
11. The HAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.
12. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2007, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The HAAS shall provide an audit of the HAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of HAAS fiscal year on November 30, 2007.
14. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the HAAS or its duly authorized agent.

Continued on page 4

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

Michael Potts
County Board Chairman

9/11/07
Date

Attest:

Sandy Leithner
County Clerk

9/11/07
Date

HILLSBORO AREA AMBULANCE SERVICE

Stephen R. Cullison
Authorized Representative

2-2-07
Date

President
Title

FY 2007

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (\$78,000) 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, 2007, the county shall have reimbursed to the N/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2007 and December 31, 2007, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The N/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2006 through November 30, 2007.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by N/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the N/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	41
Nokomis / Witt -	13
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 2006 and continuing monthly thereafter for FY '07, the sum of **\$638.83** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '07 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the N/W AAS.

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

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

Continued on Page 3

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

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

10. The N/W AAS will submit a tentative FY '08 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '07.
11. The N/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the N/W AAS.
12. The N/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2007, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the N/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The N/W AAS shall provide an audit of the N/W AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of N/W AAS fiscal year on November 30, 2007.
14. The N/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the N/W AAS or its duly authorized agent.

Continued on page 4

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

Michael Blitt
County Board Chairman

9/11/07
Date

Attest:

Sandy Luthersen
County Clerk

9/11/07
Date

NOKOMIS/WITT AREA ABULANCE SERVICE

Stetta (sic)
Authorized Representative

1-12-07
Date

Manager
Title

FY 2007

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (\$32,662) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 2007, the county shall have reimbursed to the R/H AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2007 and December 31, 2007, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The R/H AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2006 through November 30, 2007.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by R/H AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the R/H AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	41
Nokomis / Witt -	13
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 2006 and continuing monthly thereafter for FY '07, the sum of **\$147.42** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '07 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the R/H AAS.

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

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

Continued on Page 3

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

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

10. The R/H AAS will submit a tentative FY '08 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '07.
11. The R/H AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the R/H AAS.
12. The R/H AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2007, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the R/H AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The R/H AAS shall provide an audit of the R/H AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of R/H AAS fiscal year on November 30, 2007.
14. The R/H AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the R/H AAS or its duly authorized agent.

Continued on page 4

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

Michael R. Bell
County Board Chairman

9/11/07
Date

Attest:

Sandy Letherser
County Clerk

9/11/07
Date

RAYMOND/HARVEL AREA ABULANCE SERVICE

Mark R. Moore
Authorized Representative

1-15-07
Date

PRESIDENT
Title

FY 2007

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (\$58,000), 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, 2007 the county shall have reimbursed to the F/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2007 and December 31, 2007, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The F/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2006 through November 30, 2007.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the F/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	41
Nokomis / Witt -	13
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2006 and continuing monthly thereafter for FY '07, the sum of **\$196.57** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '07 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

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

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

Continued on Page 3

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

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

10. The F/W AAS will submit a tentative FY '08 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '07.
11. The F/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS.
12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2007, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the F/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The F/W AAS shall provide an audit of the F/W AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W AAS fiscal year on November 30, 2007.
14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the F/W AAS or its duly authorized agent.

Continued on page 4

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

Michael S. R. [Signature]
County Board Chairman

9/11/07
Date

Attest:

Sandy Luthers [Signature]
County Clerk

9/11/07
Date

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

[Signature]
Authorized Representative

3/13/07
Date

President FWAAS
Title

RESOLUTION 07- 17

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 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 Litchfield Special Service Area for Fiscal Year 2008 is the sum of \$165,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Sixty-five Thousand Dollars and No Cents (\$165,000.00) for the following purposes:

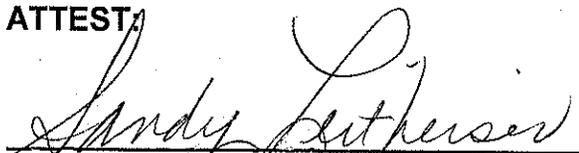
Equipment, Materials, and Services.

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 \$165,000.00, 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 11th day of September, 2007.


CHAIRMAN MIKE PLUNKETT

ATTEST


COUNTY CLERK SANDY LEITHEISER

RESOLUTION NO. 6-07

A RESOLUTION REQUESTING TAX LEVY TO THE
LITCHFIELD AMBULANCE SPECIAL SERVICE AREA
FISCAL YEAR 12-1-2007 THROUGH 11-30-2008

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
LITCHFIELD, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: BY THE ADOPTION OF THIS RESOLUTION THE
CITY OF LITCHFIELD HEREBY REQUESTS OF THE COUNTY OF
MONTGOMERY, MONTGOMERY COUNTY AMBULANCE SERVICE, 2007
YEAR TAX LEVY IN THE AMOUNT OF \$165,000.00 FOR THE LITCHFIELD
AMBULANCE SPECIAL SERVICE AREA FOR THE FISCAL YEAR 12-1-2007
THROUGH 11-30-2008.

SECTION TWO: THE CITY CLERK IS HEREBY AUTHORIZED AND
DIRECTED TO SUBMIT A TRUE AND CORRECT COPY OF THIS
RESOLUTION TO THE COUNTY OF MONTGOMERY, MONTGOMERY
COUNTY AMBULANCE SERVICE, TOGETHER WITH A COPY OF THE
TENTATIVE FISCAL YEAR 2008 BUDGET FOR PURSUANT TO
PARAGRAPH 12 OF THAT CERTAIN AGREEMENT FOR AMBULANCE
SERVICE WITHIN THE LITCHFIELD AMBULANCE SPECIAL SERVICE
AREA HERETOFORE EXECUTED AND NOW IN FORCE AND EFFECT
BETWEEN THE CITY OF LITCHFIELD AND MONTGOMERY COUNTY,
MONTGOMERY COUNTY AMBULANCE SERVICE.

ADOPTED THIS 4 DAY OF September, 2007.

APPROVED THIS 4 DAY OF September, 2007.


THOMAS F. JONES
MAYOR

ATTEST:


MARILYN S HARTKE
CITY CLERK

**LITCHFIELD SERVICE AREA
AMBULANCE OPERATIONS
PROJECTED RECEIPTS AND DISBURSEMENTS
FROM DECEMBER 1, 2007 TO NOVEMBER 30, 2008**

RECEIPTS:

REAL ESTATE TAXES	\$165,000.00	
COLLECTIONS	315,000.00	
INTEREST	500.00	
MISCELLANEOUS RECEIPTS	250.00	
TOTAL RECEIPTS		\$480,750.00

DISBURSEMENTS:

SALARIES	\$290,470.00	
BENEFITS	70,000.00	
COUNTY ADMINISTRATION FEE	25,000.00	
VEHICLE EXPENSE	30,000.00	
MEDICAL SUPPLIES & EQUIPMENT	51,000.00	
DUES, SUBSCRIPTION & SCHOOL EXP	4,400.00	
INSURANCE	20,000.00	
MISCELLANEOUS & SERVICES	5,200.00	
EQUIPMENT REPLACEMENT	35,000.00	
TOTAL DISBURSEMENTS		\$531,070.00
OPERATING LOSS		50,320.00

RESOLUTION 07- 18

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 2008 is the sum of \$157,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Fifty-seven Thousand Dollars and No Cents (\$157,000.00) for the following purposes:

Equipment, Materials, and Services.

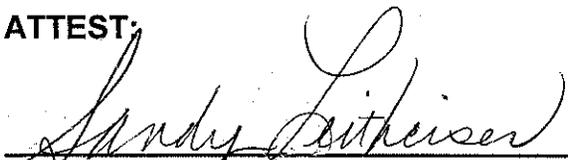
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$157,000.00, said tax to be levied and collected in like manner with the general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

APPROVED and ADOPTED this 11th day of September, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 19

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2008 is the sum of \$97,500.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Ninety-Seven Thousand Five Hundred Dollars and No Cents (\$97,500.00) for the following purposes:

Equipment, Materials, and Services.

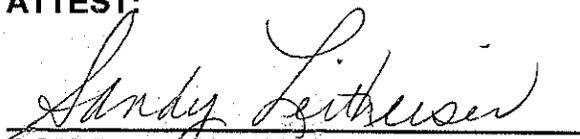
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$97,500.00, said tax to be levied and collected in like manner with the general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

APPROVED and ADOPTED this 11th day of September, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 20

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 2008 is the sum of \$31,684.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Thirty-one Thousand, Six Hundred Eighty-four Dollars and No Cents (\$31,684.00) 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 \$31,684.00, 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 11th day of September, 2007.


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-21

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 2008 is the sum of \$63,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Sixty-three Thousand Dollars and No Cents (\$63,000.00) for the following purposes:

Equipment, Materials, and Services.

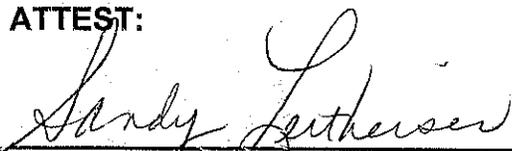
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$63,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 11th day of September, 2007.



CHAIRMAN MIKE PLUNKETT

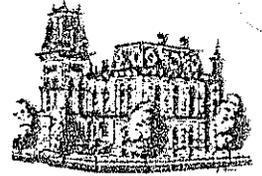
ATTEST:



COUNTY CLERK SANDY LEITHEISER



Regional Office of Education Christian-Montgomery Counties



To: Mike Plunkett, Montgomery County Board Chairman
 From: Greg Springer, Regional Superintendent
 Date: August 27, 2007

I have enclosed the ROE's first quarter report as required by law. We have updated our website at www.montgomery.k12.il.us. Our visitation/compliance schedules as well as other regional/areawide/and statewide activities are included on our website. We encourage you to access it. If you have any questions, please contact me at springer@montgomery.k12.il.us.

Greg Springer

F I L E D
 SEP 11 2007

Sandra Leithen COUNTY CLERK

Received 8/27/07
P.J.

Christian County Office
 County Courthouse
 101 South Main St. Taylorville,
 1162568
 Phone: (217) 824-4730
 Fax: (217) 824-2454

Greg Springer, Regional Superintendent
 Marie Jov. Assistant Regional Superintendent

Montgomery County Office #1
 Courthouse Square Room 202
 Hillsboro, IL 62049
 Phone: (217) 532-9591 Fax:
 (217) 532-9622

VCalendar

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Innovation

English

-- Category --

Month events, July 2007

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10 District Certification Student Transportation Claims	11 IARSS Meeting	12 IARSS Meeting	13 IARSS Meeting	14
15	16	17 8:30 AM - 12:30 PM Initial Bus Driver Training Course Educator Certification Training	18 8:30 AM - 12:30 PM Initial Bus Driver Training Course Educator Certification Training	19	20	21
22	23	24 10:00 AM - 12:00 PM Mid-State Spec. Ed. Exec. Comm. Mtg.	25	26	27 MC Budget Hearing	28
29	30	31 CC Technology Meeting				

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VCalendar

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Month events, August 2007

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<u>1</u> 8:00 AM - 4:00 PM GED Testing Unfilled Position Forms Due to ROE	<u>2</u> 9:00 AM - 4:00 PM Level I SAC Training	<u>3</u> 9:00 AM - 4:00 PM Level I SAC Training	<u>4</u>
<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u> 10:00 AM - 4:00 PM IARSS Meeting Regional Vocational System Meeting	<u>9</u> 9:00 AM - 12:00 PM Truancy Symposium 1:00 PM - 3:00 PM Principals' Back to School Training	<u>10</u>	<u>11</u>
<u>12</u>	<u>13</u> 9:00 AM - 3:00 PM "Reaching the Hard to Teach" "Failure Is Not an Option"	<u>14</u> 9:00 AM - 3:00 PM "Reaching the Hard to Teach" TAH Grant Meeting "Failure Is Not an Option"	<u>15</u> School Treasurer's Bond Due ROE IARSS Area V & Area VI Meeting "Failure Is Not an Option"	<u>16</u>	<u>17</u>	<u>18</u>
<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u> 9:00 AM - 12:00 PM Area V Respro Coaches Meeting	<u>25</u>
<u>26</u>	<u>27</u>	<u>28</u> 12:00 AM - 12:00 PM Superintendents' Back to School Training	<u>29</u> 10:00 AM - 12:00 PM Mid-State Spec. Ed. Exec. Comm. Mtg.	<u>30</u>	<u>31</u>	

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VCalendar

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Month events, September 2007

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Treasurer's Bond Affidavit due ISBE
2	3 Labor Day	4	5 8:00 AM - 4:00 PM GED Testing	6 CC Budget Hearing	7	8
9	10	11 12:00 PM - 3:00 PM Lincolnwood High School SAC Team Meeting	12 1:30 AM - 3:00 AM Advisory Board Meeting	13 Regional Vocational System Meeting	14	15
16	17 4:30 PM - 5:30 PM TRS Benefit Information Meeting	18	19	20 8:00 AM - 3:00 PM Upper Elem Sci Lit Conf 6:30 PM - 8:30 PM Mid-State Annual Meeting & Dinner	21 8:00 AM - 3:00 PM Early Child Sci Lit Conf	22
23	24	25 9:00 AM - 4:00 PM Level II SAC Training 10:00 AM - 12:00 PM Mid-State Spec. Ed. Exec. Comm. Mtg.	26 9:00 AM - 4:00 PM Level I SAC Training	27 9:00 AM - 4:00 PM Level I SAC Training	28	29 NBPTS Candidate Mentor Training
30						

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Regional Office of Education Christian-Montgomery Counties



REGIONAL TRUANCY SYMPOSIUM

August 9, 2007

8:30 a.m.-11:30 a.m.

Lincolnwood Junior/Senior High School
507 N. Prairie Street
Raymond, Illinois

AGENDA

- 8:30 a.m.-9:00 a.m. Registration and Continental Breakfast in cafeteria
- 9:00 a.m.-10:00 a.m.
- Welcome: Superintendent Connie Falconer, Panhandle CUSD #2
 - Background information: Regional Superintendent Greg Springer
Assistant Regional Superintendent Marie Joy
ROE Consultant and former Assistant, Marsha Blackman
 - ROE Program overview: David Ball, ROE/District Truant Officer
Gail Ebeling, ROE C.A.R.E. Director
Marilyn Buchanan, Principal of ChrisMont Safe School
 - State Perspective: Darren Reisberg, ISBE Chief Legal Counsel
Winnie Tuthill, Staff Consultant, ISBE Legal
- 10:00 a.m.-10:15 a.m. Break
- 10:15 a.m.- 11:15 a.m. Panel Discussion
- 11:15 a.m.-11:30 a.m. Summary followed by lunch. **Note: A Back to School Regional Principals' meeting will be held from 12:30 p.m.-2:30 p.m. Training topics will include certification, certificate renewal, Rtl, Standards Aligned Classroom Initiative, compliance, and other relevant topics.**

Panel Members:

Judge Ron Spears
Montgomery County State's Attorney Chris Matoush
Montgomery County Probation, Holly Hopwood-Lemons
ISBE Chief Legal Counsel Darren Reisberg/ISBE Legal Staff Consultant Winnie Tuthill
Montgomery County Public Defender David Grigsby
Taylorville High School Principal Tom Campbell
Pana Jr. High Principal Paul Lauff
Hillsboro Superintendent Don Burton

Christian County Office
County Courthouse
101 South Main St. Taylorville,
IL 62568

Phone: (217) 824-4730

Fax: (217) 824-2464

Greg Springer, Regional Superintendent
Marie Joy, Assistant Regional Superintendent

website: www.montgomery.k12.il.us

Montgomery County Office #1
Courthouse Square Room 202
Hillsboro, IL 62049

Phone: (217) 532-9591 Fax:

(217) 532-9623

Christian-Montgomery ROE #10

Regional Superintendent, Greg Springer

2007 - 2008 Principals' Back to School Training

Thursday, August 9, 2007

12:30 p.m. - 2:30 p.m.

Lunch Provided at 11:30 a.m.



*Lincolnwood Jr./Sr. High School
Raymond, IL (2 CPDUs provided)*

Training Agenda:

- Educational Services/Programs: RtI (Alison Boutcher, Midstate Special Ed. Director), SAC (Superintendent Jean Chrostoski, Nokomis CUSD #22), Learning Express (Helene Huber, Director), WIA (Dawn DeClerck), C.A.R.E. (Gail Ebeling, Director), Truancy (David Ball, Truant Officer), ChrisMont (Marilyn Buchanan, Principal), GED (Chris Boston, Director), RESPRO, Science/Math Co-op, Homeless services, National Board, Administrator Academy and other (Marie Joy, Assistant Regional Superintendent).
- Information Resources
- Certification: Administrative renewal, audit and other
- Compliance: School calendars, SIP and DIP E-plans, School Evaluation form, H/L/S, drop out report, criminal background checks and other
- Other including job bank, resource library, professional development access local and statewide.

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

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

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

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

Madison ROE #41
Dr. Cullen L. Cullen, Interim Reg. Supt.

August 13 & 14, 2007
ROE #10 and
RESPRO Region V
Welcomes

Dr. Judy Wood
“Reaching the Hard to Teach”

Adapt & Differentiate Instruction for Struggling Students Grades K-12

This two-day workshop extends participants understanding of strategies for working with students at-risk and students with disabilities within general education settings. A process (the SAALE Model: A Systematic Approach for Adapting the Learning Environment) is shared. This process answers the call for differentiating instruction for all students within general education. This practical model prepares educators for helping align curriculum to students. Adaptations you will learn include socio-emotional environment, behavioral environment, physical environment, lesson plans, teaching techniques, format of content and evaluation and alternative grading procedures. This workshop will target special and general educators, administrators, and paraprofessionals.

Date: August 13 & 14, 2007

Time: 9:00am – 3:00 pm

Place: Hillsboro Junior High School Cafeteria
909 Rountree, Hillsboro, IL

Fee: No registration fee for RESPRO eligible schools

There are a limited number of spaces available for ROE #10 Non-RESPRO participants on a first com/first served basis. Notification of acceptance will be sent by e-mail. There is a \$65 registration fee per person for the 2 day workshop for Non-RESPRO participants. Note: The registration fee should NOT be sent until notified. When notified, non-RESPRO participants will be given directions on where to send the registration fee.

Details: Materials included. Lunch is on your own.

Registration: Reservations must be made by fax by May 31. Please fax registration to Pat Brink at 532-9623.

Name: _____ E-mail address: _____

Home Address: _____ Home Phone: _____

School Name: _____ District: _____

School Address: _____

City _____ Zip _____ Grade Level _____

****E-mail address is required for registration confirmation.** RESPRO: This scholarship program is funded 100% by a Federal grant from the Dept. of Education through the ISBE. The amount of the grant is \$1,179,307.

Superintendents' Training
August 28, 2007

Taylorville District Unit Office
512 West Spresser
Taylorville, IL
Provider, ROE #10

Agenda

8:30 a.m.-9:00 a.m. (coffee/rolls)

9:00 a.m.-11:30 a.m. (training)

- ISP School Floor Plan Initiative
- Financial Analysis and Projection Workbook
- Truancy Initiative
- Use of ROE Website

Trooper Doug Francis
Carl Holman, C.P.A., ISBE
ROE-Greg and Marie
ROE-Marie

11:30 a.m. (lunch)



Regional Office of Education Christian-Montgomery Counties



To: Christian and Montgomery Counties ROE # 10 Advisory Board Members
 From: Marie Joy, Assistant Regional Superintendent
 Date: August 27, 2007
 Re: FY08 Regional Advisory Board Meeting Schedule

The following Regional Advisory Board Meetings have been scheduled: Wednesday, September 12; Friday, October 5 (Institute); Wednesday, December 5; Tuesday, January 15; Wednesday, February 20; and Wednesday, April 9.

The Wednesday, September 12, Advisory Board Meeting will be held at 1:30 p.m. in the Litchfield High School Conference Room. Litchfield High School is located at 1705 N. State Street. This is an important meeting since it is our only meeting before Institute. Our Friday, October 5, meeting on Institute day will be held at 7:00 a.m. at Litchfield High School. This will provide us some organizational time before Institute. The December 5th meeting will be held at the Taylorville Christian County Courthouse County Board Room at 1:30 p.m. This meeting will focus on review of Institute bills and planning for next year's Institute. Please bring your ideas for next year to this meeting. Agendas and times for the last three meetings will be sent to you at a later date.

We hope you are able to attend all of our scheduled meetings. Please register for the dates you will be able to attend by phone (532-9591), fax (532-9623), or e-mail (millburg@montgomery.k12.il.us) to Monica. I will be sending reminders as the year progresses.

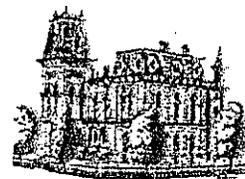
Name: _____ E-mail address _____

Time: 1:30 p.m.-3:00 p.m.

Wednesday, September 12	_____	Litchfield High School Conference Room
Friday, October 5	_____	Institute Day, Litchfield High School
Wednesday, December 5	_____	Taylorville Courthouse
Tuesday, January 15	_____	Hillsboro Historic Courthouse
Thursday, February 20	_____	Taylorville Courthouse
Wednesday, April 9	_____	Hillsboro Historic Courthouse



Regional Office of Education Christian-Montgomery Counties



Dr. Greg Springer,
Regional Superintendent

FY08 Health/Life/Safety and District Compliance Visits

2007-2008: Pana, South Fork, Litchfield
 2008-2009: Taylorville, Nokomis, Panhandle
 2009-2010: Hillsboro, Morrisonville, Edinburg

2007-2008 Health/Life Safety and Compliance Schedule

Tues./Wed., October 16 & 17: H/L/S at Taylorville

Tuesday, October 23: H/L/S at Pana

Thursday, October 25: H/L/S at Hillsboro

Tuesday, October 30: H/L/S at Litchfield

Thursday, November 1: H/L/S at Nokomis

Tuesday, November 6: H/L/S at Panhandle

Wednesday, November 7: H/L/S at South Fork

Tuesday, November 13: H/L/S at Morrisonville

Thursday, November 15: H/L/S at Edinburg

Tuesday, November 20: H/L/S at ChrisMont

Compliance:

Thursday, January 16, 2008: Compliance at Litchfield

Wednesday, January 24, 2008: Compliance at Pana

Tuesday, January 29, 2008: Compliance at South Fork

Additional Compliance Reviews:

Hillsboro (February 13),
 Nokomis (February 19)
 Panhandle (February 21),
 Taylorville (February 26)
 Morrisonville (February 28)
 Edinburg (March 5)

Hillsboro Energy LLC

**Hillsboro Energy LLC Presentation
Deer Run Mine
Montgomery County Board Update
October 9, 2007**

Mine Permitting Process

IDNR/IDMM

MINE PERMIT APPLICATION (UCM-1)

There are 5 Parts to the Permit Application

- Part I General Information
- Part II Pre-mining Information
- Part III Hydrogeologic Information
- Part IV Operations Plan
- Part V Reclamation Plan

■ **Part I General Information**

1. General Information
- 2.A&B Property Owners & Mineral Rights
- 2.C Property Owner Map
- 3.A&B Lease Holders
4. Real Estate Contracts
5. Applicant Information
6. Ownership & Control Information
- 7-9. Company Holdings & Violations
10. Insurance & Certifications

Part I General Information (continued)

- 11. Public Notice
- 12.A&B Location Restrictions
- 12.C Mining within Public Entities
- 12.D Existing Rights

Part II Premining Information

1. Marking Permit Area
2. Slope Measurements
3. Previous Mining
- 4-5. Premining Land Use in Permit Area
6. Land Productivity
7. Land Use Restrictions
8. Wildlife Resources
9. Vegetation Map
10. Historic Places

Part II Premining Information (continued)

- 11. Cemetery Locations
- 12. Map of Surface Features
- 13. Soils Information Map
- 14. Premining Land Use
- 11.6.A.2 Productivity Yield Data
- 11.9 Wetlands Assessment Report
- 11.13.A Soil Resource Analysis Plan
- 11.13.B Soil Capability
- 11.10.A Phase I Cultural Resource Survey

Part III Hydrogeologic Information

- 1. Geologic Overview (literature review)
- 2.A Core Boring Information & Testing
- 2.B Ground Water Information
- 2.C Surface Water Information
- 2.D1&2 Protection of Hydrologic Balance
- 2.D3 NPDES Permit
- 2.D4 Groundwater Monitoring Plan
- III.2.A.2-3 Coal Test Data
- III.2.d.4.B Structural Boring Logs

Part IV Operations Plan

1. General Description
2. Plan for the Permit Area
- 3.A Subsidence Control
- 3.B Planned Subsidence
- 3.C Unplanned Subsidence
4. Existing Structures
5. Support Facilities
6. Waste Material
7. Surface Drainage Control
8. Dust Control Plan

Part IV Operations Plan (continued)

- IV.3.B.5 Water Use & Well Survey
- IV.3.C.3 Mining Extraction Geometries (map, calcs.)
- IV.5.C.2 Facility Roadway & Drainage Structure Design
- IV.6.D Preliminary Slurry Cell Design
- IV.7.D Diversion Ditch Design
- IV.7.F Sediment Basin Design
- IV.3.C.3 Subsidence Calculations

Part V Reclamation Plan

- 1.A General Description
- 1.B Estimate of Cost for Reclamation
- 1.C Backfilling & Grading
- 1.D Revegetation
- 1.E&F Conservation & Contingencies
- 1.G Sealing of Mine
- 1.H Clean Air Act Compliance
- 2. Post Mining Land Use
- 3. Wildlife Enhancement Plan
- 4. Closure of Impoundments & Dam Structures

Part V Reclamation Plan (continued)

- 5. Area Closure
- 6. Stream Diversions
- 7. Burial of Wastes
- V.1.B Reclamation Estimate of Cost
- V.1.D Reclamation Planting Plan
- V.1.G Sealing of Openings
- V.2.A Post Mining Land Use

Permitting Process – Completeness Review

- An application must be submitted on forms provided by the Department.
- The application is reviewed by the Department for administrative completeness.
- An administratively complete application is one that "the Department determines to contain information addressing each application requirement of the regulatory program and to contain all information necessary to initiate processing and public review" (62 Ill. Adm. Code 1701.APPENDIX A).
- The permit process cannot begin until the Department has determined the application is administratively complete (62 Ill. Adm. Code 1773.13(a)(1)).

Permitting Process – Application Review

- Once an application for a permit or significant revision has been deemed administratively complete, the applicant is to
 - forward the required number of copies of the application to the Department,
 - file two copies of the application with county clerk - one for public review
 - one to be forwarded to the chairman of the county board of supervisors,
 - publish a public notice in a local newspaper of general circulation once a week for four consecutive weeks (62 Ill. Adm. Code 1773.13(a)(1)).
 - This marks the official beginning of the application review period (62 Ill. Adm. Code 1773.13(a)(2)).

Permitting Process – Application Review

- Upon receipt of a complete application, the Permit Coordinator will notify various federal and local governmental bodies, planning agencies, sewage and water district authorities and water companies in the locality of the proposed mine, and state the application's permit number and where a copy of the application may be inspected (62 Ill. Adm. Code 1773.13(a)(3)).

Permitting Process – Application Review

- Copies of the application are forwarded to the Illinois EPA and Department of Agriculture.
- These agencies have 45 days to review the application and submit comments to the Department.
- The application is also forwarded to the NRCS (Natural Resources Conservation Services - USDA) and the US Fish and Wildlife Service.

Permitting Process - Application Review

- Written comments from the public may be forwarded to Department for up to 30 days after the last publication of the newspaper notice (62 Ill. Adm. Code 1773.13(b)(1)).
- Any person whose interests may be affected adversely by the issuance of the permit has until 30 days after the last newspaper notice to request that Department hold an informal conference (62 Ill. Adm. Code 1773.13(c)(1)(C)).
- Any interested party has until 80 days after the first newspaper notice to request a public hearing (62 Ill. Adm. Code 1773.14(a)).

Permitting Process – Application Review

- The Department considers all comments received, along with information gathered at the informal conference and/or public hearing, if held, and the results of its own review.
- Based on this information, the decision is made as to whether to issue, deny, or require modifications to the application.
- The decision to issue, deny, or require modifications of the application shall be issued within 120 days of the filing of the application with the county or within 60 days of the close of an informal conference or public hearing comment period (62 Ill. Adm. Code 1773.19(a)(2)).

Permitting Process – Application Review

- If modifications are necessary, a letter is sent to the applicant indicating that the application will be denied unless specified modifications are made.
- The required modifications shall be submitted within one year of being notified of the need for modifications or the application shall be denied (62 Ill. Adm. Code 1773.15(a)(1)(B)(I)).

Permitting Process – Application Review

- Upon receipt and review of any required modifications, the Department makes its decision.
- If the decision is to approve the permit the applicant is notified of the required bond and fee amounts and the permit is not issued until the bond and fee is received.
- Once the bond and fee are received the permit is issued with the finding.
- Failure to submit the required bond and fee within one year of being notified of the bond and fee amount will result in the application being deemed null and void (62 Ill. Adm. Code 1777.17(e) and 1800.11(a)).

Permitting Process – Application Review

- Copies of the decision finding and permit, if approved, are sent to the applicant, local government officials, anyone who was party to an informal conference or public hearing, and to anyone who submitted written comments (62 Ill. Adm. Code 1773.19(a)(3)).
- The applicant, or any interested party, has 30 days from the date the finding was mailed to the applicant to request an administrative hearing of the final decision (62 Ill. Adm. Code 1847.3(a)).
- Any interested person who was a participant in the administrative hearing may appeal the hearing decision by requesting a judicial review (62 Ill. Adm. Code 1847.3(l)).

Frequently Asked Questions for Regulated Underground Mining

This site will be updated periodically to respond to inquiries.

QUESTION When did the regulation of subsidence impacts to the land surface begin?

RESPONSE Only lands undermined after February 1, 1983 are under the authority of the Land Reclamation Division and relevant to the following QUESTION & RESPONSE section

DRAINAGE

QUESTION If I believe I have drainage problems either surface or subsurface (drain tile) who should I contact?

RESPONSE The local coal mine should be contacted first. They will be expected to verify the location of their undermining operations and resolve the matter directly with the landowner. If you are not satisfied with their response, please contact the Department's office at Benton (618) 439-9111 or Springfield (217) 782-4970.

QUESTION If agricultural drainage tile are damaged or impaired or surface drainage is impacted from subsidence must they be repaired? And if so, who bears the cost?

RESPONSE Surface or subsurface drainage impacts on subsided or adjacent areas must be repaired at the coal operator's expense.

QUESTION If crops are impacted by ponded water created from subsidence, who bears the cost?

RESPONSE The coal operator must compensate the operator for the value of crop loss until repairs are completed.

QUESTION How long does it take to complete restoration of surface or subsurface drainage?

RESPONSE Restoration of drainage is expected in a timely manner according to the first favorable seasonal conditions. Delays may be necessary to accommodate area topography from planned mining.

QUESTION Are restoration efforts subject to any other laws?

Yes, they are subject to the provisions of Illinois Drainage Code which may be found at

RESPONSE <http://www.liga.gov/legislation/ilics/ilics3.asp?ActID=869&ChapAct=70%26rbse%3B>

In addition, the following publication is also helpful.

http://web.aces.uiuc.edu/Mista/pdf_pubs/RAINAGE98.PDF

WELLS

QUESTION The coal company has requested to sample my well and has asked me questions regarding its age and construction. Should I answer them?

RESPONSE The Department asks the company to provide the best available well information for the land near the mine support areas and the areas to be undermined by planned subsidence. This includes having them gather the most current information. The best documentation of premining conditions for the landowner and all parties concerned, would be to provide access for sampling and answer the questions to the best of your knowledge.

QUESTION I believe my well has been damaged from undermining. What should I do?

RESPONSE The local coal mine should be contacted first. They will be expected to verify the location of their undermining operations and resolve the matter directly with the landowner. If you are not satisfied with their response, please contact the Department's office at Benton (618) 439-9111 or Springfield (217) 782-4970.


www.dnr.state.il.us

Rod R. Blagojevich, Governor

DNR Links

[IDNR Home](#)
[About DNR](#)
[Agency Offices](#)
[Disabled Outdoors](#)
[Get Involved](#)
[Grant Info](#)
[Kids & Education](#)
[Mandatory Safety Programs](#)
[Lodges / Leasing](#)
[More Links](#)
[Outdoor Recreation](#)
[Parks & Recreation](#)
[Publications](#)
[Research/Surveys](#)
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Search

 DNR Illinois[\[IL Search Tips\]](#)

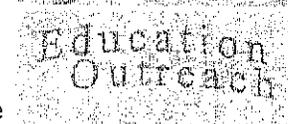
[Abandoned
_ Mine
Lands](#)

[Land
_ Reclamation](#)

[Mine Safety &
Training/
_ Blasting &
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[Office of Mines and
Minerals Home](#)
[Land Reclamation
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[Pending Applications](#)
[Coal Maps](#)
[Division Decisions](#)
[Operator Forms & Applications](#)
[Operator Memoranda](#)
[Contact OMM](#)
[-OMM State Acts/
Rules & Regulations](#)
[-OMM Staff Listing](#)


Permitting Process

Completeness Review

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Application Review

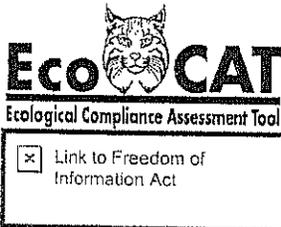
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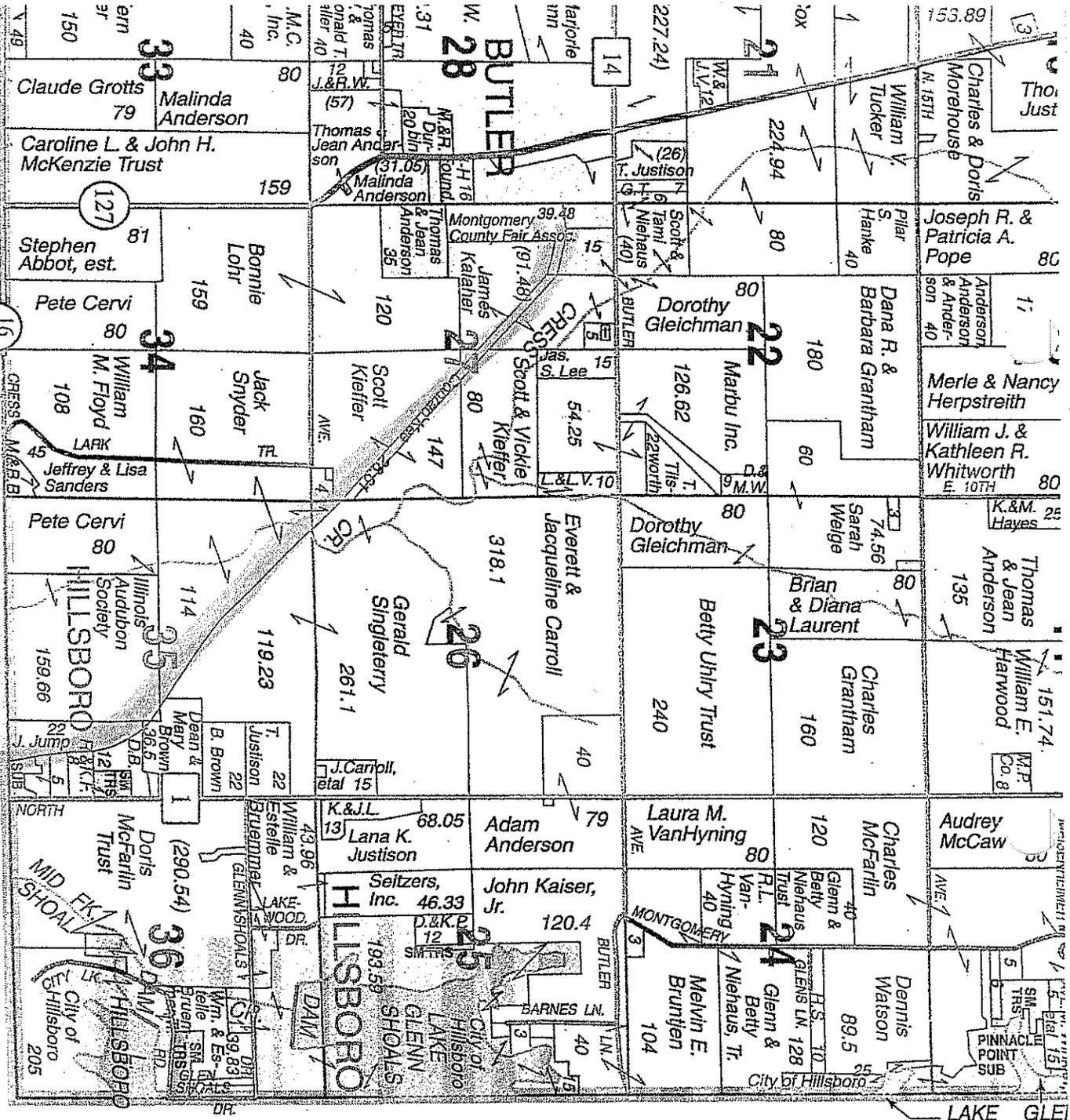


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- Any interested person who was a participant in the administrative hearing may appeal the hearing decision by requesting a judicial review (62 Ill. Adm. Code 1847.3(I)).

SEE PAGE 13
900E
1000E
1100E
1200E
Montgomery County, IL



SEE PAGE 22



Illinois Department of Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Rod R. Blagojevich, Governor

Sam Flood, Acting Director

July 20, 2007

Mr. Henry Eilers, President
Montgomery County Natural Areas Guardians
1302 E. Union Avenue
Litchfield, IL 62056

Dear Henry:

It was a pleasure meeting yesterday with the Natural Areas Guardians Board and discussing the possibilities for acquiring the Butler-to-Hillsboro old rail corridor.

NAG's taking the lead in negotiating with Mr. Key for purchase accomplishes two things:

1. The corridor will be available for public use, very important since Mr. Key apparently has other private individuals he could sell to.
2. NAG can then hold the property until the city or county is able to bring all the pieces together to make the purchase from you, hopefully involving our Bike Path Grant Program.

To summarize what NAG should be doing to prepare for a successful grant proposal:

- **March 1, 2008**, is the due date for Bike Path Grant application submittal.
- Contact Steve Gonzalez, your grant administrator, at 217/782-7481; this can be in the Fall. I will continue to coordinate with him and will suggest he call you when he's scheduled a field visit.
- Continue coordination with the city of Hillsboro, Montgomery County, and village of Butler. Which would be the logical project sponsor? The sponsor must be committed to acquiring the corridor for development as a recreational trail and able to provide the required local matching funds for the grant. As we discussed, there are creative ways to put together a financing package, and everyone's working together will be important.
- Continue to promote cooperative partnerships. There can be a formal interagency agreement among the public entities, for the grant proposal. Cooperation from NAG, the Bremer Sanctuary, Illinois Audubon, etc. will also give support to the city/county.
- While purchase from Mr. Key is the most critical action, you should also get the other corridor owner, the City of Hillsboro, on board and committed, even if the County is selected as the logical sponsor. Cooperation on the corridor's south end will be needed for a successful grant application.

As we discussed, an appraisal is the first step needed, and if a NAG friend/associate is able, then that's the way to go. Any assistance from DNR would take a long time to schedule, due to the state budget situation, so you will need to go ahead on this.

Also as discussed, I will put Montgomery County on the 2008 tentative list for greenways & trails planning assistance. Since funds are limited to usually 3 or 4 counties, and we have one commitment, it would be a good idea to initiate this process as soon as possible. This would demonstrate trail planning and would help on the grant application for acquiring the corridor. I will wait to hear from County representatives on this.

An indication of planning for the corridor by the City of Hillsboro will also be helpful, so be sure to include this in discussions. This can be recreation, capital, or other planning.

I hope that the NAG Board's contacts with the County, city, and village proceed well and, most importantly, that discussions with Mr. Key reach an action that's agreeable for both him and your organization.

It is worth saying again that this project is really an excellent opportunity. The corridor is intact, connects communities, has high-quality resource and scenic values, and would be a valuable new trail in the central region of the state. We've seen Madison County's trail system grow, and now Macoupin County, too, is working to build and connect trails. Montgomery County could add the Butler-to-Hillsboro trail as a public greenway & recreational facility for residents and visitors.

I will wait to hear more and look forward to helping from DNR's end.

Sincerely,



Marla Kay Gursh, Planner
Greenways & Trails Section

cc: Steve Gonzalez
Dick Westfall

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 28-07

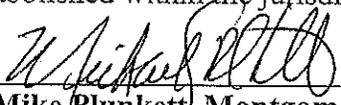
**RESOLUTION TO ABOLISH REQUIREMENTS FOR
CONTINUOUS UTILITY BONDS**

WHEREAS, the County of Montgomery wishes to abolish any portion of prior resolutions establishing continuous bonding requirements for utility companies, and

WHEREAS, this resolution is limited to all public and private utility companies whose facilities exist along, under or across roads in the County of Montgomery over which the County Board has now or may in the future have jurisdiction; and

WHEREAS, this resolution will not affect any future requirements for utility bonds;

NOW THEREFORE BE IT RESOLVED, that continuous bonding requirements for utility companies be abolished within the jurisdictional limits of Montgomery County Highways.



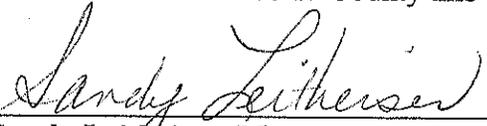
Mike Plunkett, Montgomery County Board Chairman

Ayes: 20
Nays: 0
Absent: 1

STATE OF ILLINOIS)
)
COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their ~~adjourned~~ Meeting held at Hillsboro on this 9th day of October, AD, 2007. *recessed*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2007.



Sandy Leithaiser, Montgomery County Clerk

(SEAL)

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 29-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#24 - Bowles Bridge Piling Repairs (N 16th Avenue)(North Litchfield Twp.)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$30,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

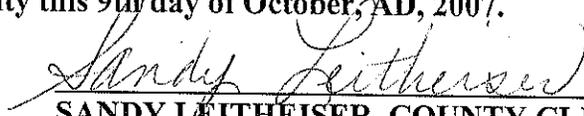
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1050 B-CA	See Attached Map	\$30,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of October, AD, 2007.

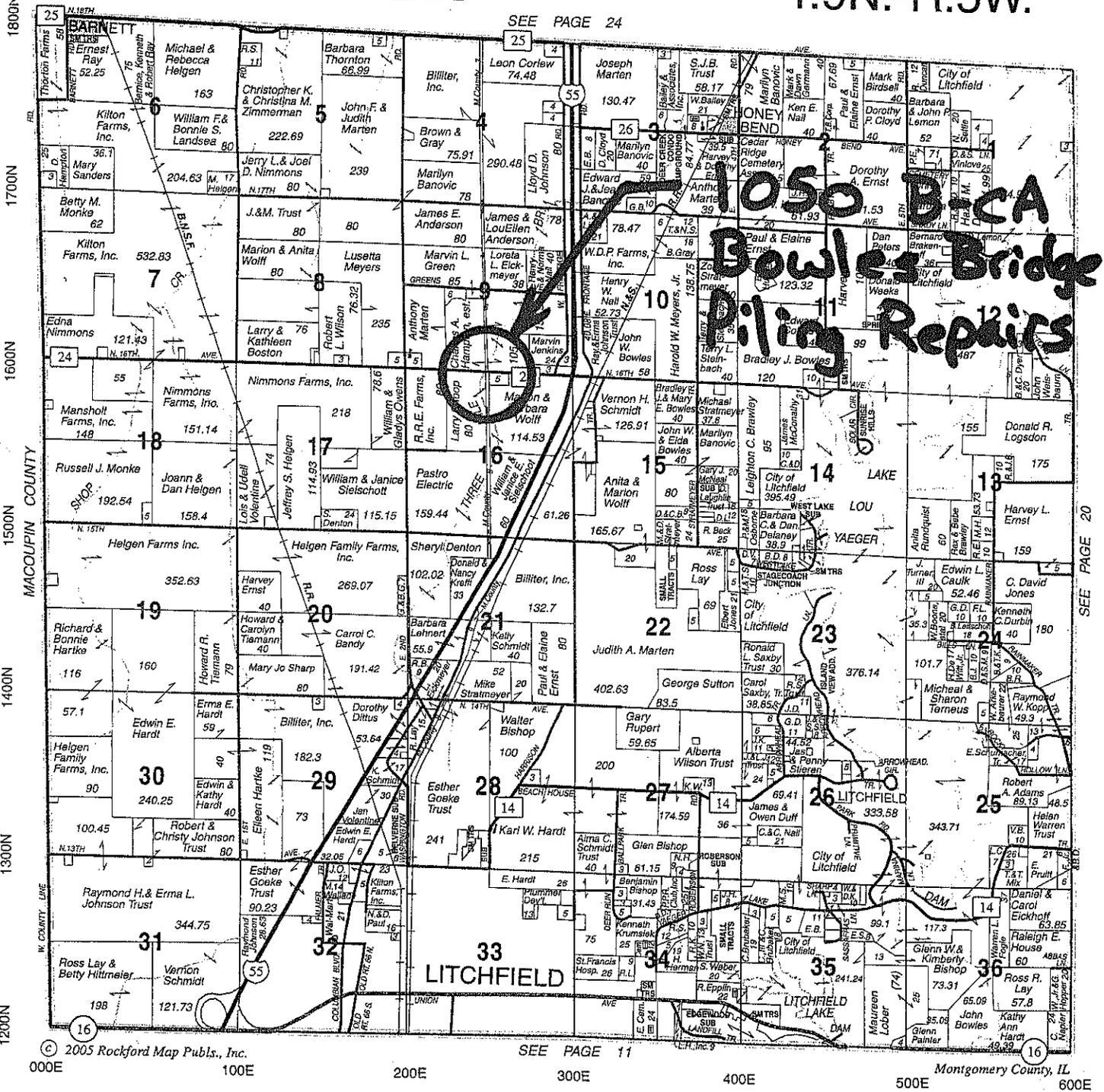
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

NORTH LITCHFIELD

T.9N.-R.5W.



TOSO B.C.A.
Bowles Bridge
Piling Repairs

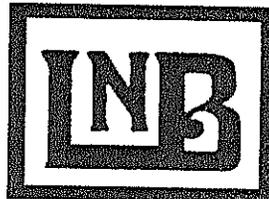
LITCHFIELD NATIONAL BANK

Serving the Farming Communities of Montgomery and Macoupin County Since 1907.

316 NORTH STATE STREET
 LITCHFIELD, IL 62056-0309

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**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 30-07**

**RESOLUTION FOR BUILDING EXTENSION TO MACHINE SHED AT
MONTGOMERY COUNTY HIGHWAY DEPARTMENT**

WHEREAS, Montgomery County has agreed to pay an amount of \$25,000.00 from the proceeds of its Labor & Equipment Rental Funds derived from County Motor Fuel for the current year toward financing the requested project:

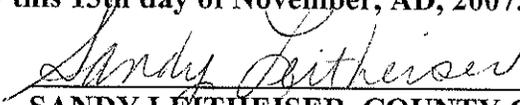
NOW THEREFORE BE IT RESOLVED, that the prayer of Montgomery County be and the same is hereby granted for aid in the construction of the said project described;

<u>COUNTY</u>	<u>PURPOSE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	Building Extension On Machine Shed 42' Wide X 54' Long X 15' Tall Addition	1215 Seymour Avenue	\$25,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the labor, equipment rental, and materials required in the construction of the above described project to be obtained from the Labor & Equipment Rental Funds derived from County Motor Fuel.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of November, AD, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of November, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

RESOLUTION NO. 07-22

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

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

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

Lot Ten (10) in Simonins Additions to the City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois

Parcel Index # 08-202-488-00

as described in Certificate No. 151 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

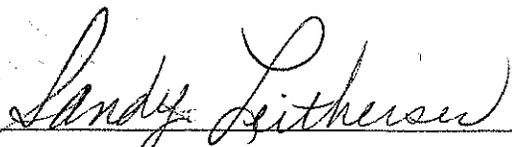
NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 9th day of October, 2007.



 CHAIRMAN

ATTEST:



 Clerk of the Board

DEED

200700041875
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
10-12-2007 At 02:56 pm.
TAX DEED NC .00
DR Book 1222 Page 367 - 368
Instrument Book Page
200700041875 DR 1222 367

Return Deed &
Mail Tax Statement To:

Cheryl L. Herman, Carla R. Galbraith
James M. Haeffner and Ruth S. Haeffner
1498 Vandalia Street
Hillsboro, IL 62049

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: CHERLY L. HERMAN, CARLA R. GALBRAITH, JAMES M. HAEFFNER AND RUTH S. HAEFFNER AS JOINT TENANTS

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

Lot Ten (10) in Simonins Additions to the City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois

Permanent Index No.: 08-202-488-00

Physical Address: Vandalia St., Hillsboro, IL 62049

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL PLUNKETT, Chairman of the County Board of County, Illinois, on the 9th day of October, 2007.

ATTEST:
Sandy Leitheiser
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

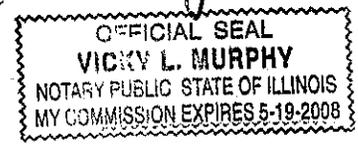
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL PLUNKETT, CHAIRMAN OF THE COUNTY BOARD MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me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

Given under my hand and notarial seal, this 9th day of October 2007.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



8 20 2-488-00

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

PLAT ACT - AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY

CLERK/RECORDER OF MONTGOMERY COUNTY 200700041875 OR 1222 368
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)
- 2. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
- The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- 10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

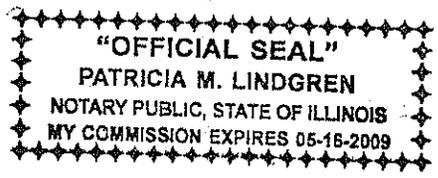
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 17 day of September, 2007

[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

MONTGOMERY COUNTY, ILLINOIS 2ND AMENDMENT
Resolution 07-23

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under the Constitution of the State of Illinois, and;

WHEREAS, the Right of the People of Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an Inalienable Right by the People of Montgomery County, Illinois, and;

WHEREAS, the enjoyment of all safe forms of firearms recreation, hunting and shooting is greatly valued by the People of Montgomery County, Illinois, and;

WHEREAS, the People of Montgomery County, Illinois, derive great economic benefit from all safe forms of firearms recreation, hunting and shooting conducted within Montgomery County using all types of firearms allowable under the United States Constitution and the Constitution of the State of Illinois, and;

WHEREAS, the Montgomery County Board, being elected to represent the People of Montgomery County and being duly sworn by their Oath of office to uphold the United States Constitution and the Constitution of the State of Illinois, and;

WHEREAS, the Illinois House of Representatives and Illinois Senate, being elected by the People of the State of Illinois and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Illinois, and;

WHEREAS, proposed legislation under consideration by the Illinois State Legislature would infringe the Right to Keep and Bear Arms and would ban the possession and use of firearms now employed by individual citizen in Montgomery County, Illinois, for defense of Life, Liberty and Property and would ban the possession and the use of firearms now employed for the safe forms of firearms recreation, hunting and shooting conducted within Montgomery County, Illinois;

NOW, THEREFORE, IT BE AND HEREBY RESOLVED that the People of Montgomery County, Illinois, support the 2nd Amendment and the Right of the People to keep and bear arms.

APPROVED and ADOPTED this 9th day of October, 2007.

Michael Plunkett
CHAIRMAN MIKE PLUNKETT

ATTEST:

Sandy Leithiser
COUNTY CLERK SANDY LEITHERISER

Amendment2/Resolution

Resolution #07- 24

**RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM**

- (City of _____
- (Town of _____
- (County of Montgomery
- (STATE OF ILLINOIS

WHEREAS, Montgomery County, Illinois has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, Montgomery County, Illinois agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, Montgomery County, Illinois understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

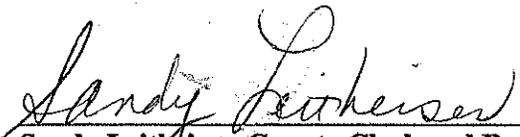
THEREFORE, WE THE MONTGOMERY COUNTY BOARD do hereby consent and decree that the **Montgomery County Emergency Management Agency Hillsboro, Illinois** is authorized to participate in the State of Illinois Federal Surplus Property Program.

Passed this 9th day of Oct, 2007.



 Mike Plunkett, County Board Chairman

ATTEST:



 Sandy Leithaiser, County Clerk and Recorder

COMPARISON OF BUDGET / ACTUAL (FY 2005 - FY 2008)

	FY 2005		FY 2006		Budget more (less) Actual	FY 2007		FY 2008	
	Budget	Actual	Budget	Actual		Budget	Actual	Budget	Actual
Revenues:									
General	4,339,540	4,718,537	4,710,096	5,058,355	(348,259)	5,986,749	6,232,888		
Special Revenues	8,224,855	8,564,262	8,357,543	9,034,196	(676,653)	10,163,729	9,301,047		
Expendable Trust	606,221	1,181,700	1,668,165	670,864	997,301	681,739	822,699		
Other	752,245	971,629	861,620	858,168	3,452	1,072,320	1,047,528		
Total Revenues	13,922,861	15,436,128	15,597,424	15,621,583	(24,159)	17,904,537	17,404,162		
Expenses:									
General	4,663,054	4,844,413	5,149,054	5,019,203	129,851	5,477,445	5,922,908		
Special Revenues	8,625,759	8,039,240	8,539,113	8,621,911	(82,798)	10,663,852	9,542,492		
Expendable Trust	644,534	580,545	1,732,151	956,898	775,253	1,771,423	1,502,364		
Other	793,100	994,477	922,945	903,906	19,039	1,143,070	1,422,409		
Total Expenses	14,726,447	14,458,675	16,343,263	15,501,918	841,345	19,055,790	18,090,173		
Revenues more (less) Expenses									
General	(323,514)	(125,876)	(438,958)	39,152		509,304	309,980		
Special Revenues	(400,904)	525,022	(181,570)	412,285		(500,123)	(241,445)		
Expendable Trust	(38,313)	601,155	(63,986)	(286,034)		(1,089,684)	(679,665)		
Other	(40,855)	(22,848)	(61,325)	(45,738)		(70,750)	(74,881)		
Total More (Less)	(803,586)	977,453	(745,839)	119,665		(1,151,253)	(686,011)		

ANNUAL BUDGET
FISCAL YEAR 08
REVENUES

REQUESTED CHANGES to the 9/10/07 DRAFT
As of 11/05/07

<u>FUND DESCRIPTION</u>	<u>FUND-ACCT-OFFICE</u>	<u>Amount Budgeted 9/10/07 DRAFT</u>	<u>Requested Change</u>
ELECTIONS:			
Help Americans Vote Act	100-460.008-045	-	81,776
Salary Reimb.-Election Judges	100-480.001-045	10,500	10,500
Early Voting Reimbursement	100-480.003-045	4,008	4,008
TOTAL ELECTIONS		<u>14,508</u>	<u>96,284</u>
TOTAL GENERAL FUND		<u>6,151,112</u>	<u>6,232,888</u>
GRAND TOTAL ALL FUNDS		<u>17,322,386</u>	<u>17,404,162</u>

**ANNUAL BUDGET
FISCAL YEAR 08
EXPENDITURES**

**REQUESTED CHANGES to the 9/10/07 DRAFT
As of 11/05/07**

<u>FUND DESCRIPTION</u>	<u>FUND-ACCT-OFFICE</u>	<u>Amount Budgeted 9/10/07 DRAFT</u>	<u>Requested Change</u>
BUILDINGS & GROUNDS:			
Salary-Superintendent of Buildings	100-510.001-005	37,428	37,428
Salary-Employees-Part Time	100-510.003-005	1,000	21,774
Maintenance-County Buildings	100-520.003-005	32,000	32,000
Maintenance-Equipment	100-520.005-005	33,000	33,000
Telephone System Maintenance	100-520.006-005	9,000	9,000
Maintenance-Outside Contractors	100-520.008-005	7,000	7,000
Telephone	100-520.012-005	26,000	26,000
Utilities	100-520.013-005	155,000	155,000
Water/Sewer	100-520.014-005	8,500	8,500
Travel	100-520.015-005	300	300
Publishing/Printing	100-520.017-005	200	200
Janitorial-Contract	100-520.027-005	30,000	30,000
Elevator Service Contract	100-520.064-005	11,500	11,500
Pest and Sanitizing Service	100-520.065-005	2,500	2,500
Hauling Trash	100-520.066-005	2,000	2,000
Pager	100-520.107-005	500	500
Gasoline/Oil	100-530.002-005	1,400	1,400
Janitorial Supplies	100-530.015-005	6,300	6,300
Other Expenses	100-540.012-005	2,200	2,200
Capital Improvements to County Property	100-560.002-005	8,000	8,000
Capital Outlay (>\$5,000 ea.) Vehicle	100-560.005-005	22,000	22,000
Capital Outlay (>\$5,000 ea.)	100-560.005-005	20,000	20,000
Small Equipment Purchases (< \$5,000 ea.)	100-560.014-005	3,000	3,000
TOTAL BUILDINGS & GROUNDS		<u>418,828</u>	<u>439,602</u>
ELECTIONS:			
Salary-Employees-Part Time	100-510.003-045	4,008	4,008
Overtime	100-510.073-045	6,500	6,500
Maintenance/Service Contracts	100-520.008-045	12,000	12,000
Travel	100-520.015-045	1,000	1,000
Publishing/Printing	100-520.017-045	9,000	9,000
Contractual Services	100-520.025-045	75,000	75,000
Rent/Setup-Election Poll	100-520.082-045	3,900	3,900
Elect/Process Judge Pay and Mileage	100-520.100-045	55,332	55,332
Election Office Expense	100-530.001-045	28,700	28,700
Election Judge Materials	100-530.050-045	2,000	2,000
Voter Registration Materials	100-530.051-045	600	600
Help Americans Vote Act	100-530.052-045	-	81,776
Small Equipment Purchases (< \$5,000 ea.)	100-560.014-045	1,000	1,000
TOTAL ELECTIONS		<u>199,040</u>	<u>280,816</u>
MONTGOMERY COUNTY JUDGES:			
Salary-Montgomery County Judges	100-510.001-053	1,300	1,300
Publishing/Printing	100-520.017-053	100	100
Dues/Subscriptions	100-520.028-053	289	500
Office Supplies	100-530.001-053	300	300
TOTAL MONTGOMERY COUNTY JUDGES		<u>1,989</u>	<u>2,200</u>
SHERIFF:			
Salary-Sheriff	100-510.001-080	54,855	54,855
Salary-Part Time	100-510.003-080	19,700	19,700
Salary-Deputies-Full Time	100-510.004-080	534,084	534,084
Salary-Dispatcher-Full Time	100-510.007-080	206,710	206,710
Salary-Jailers-Full Time	100-510.008-080	240,670	240,670
Salary-Custodian-Full Time	100-510.010-080	27,633	54,985
Salary-Clerk-Full Time	100-510.021-080	36,425	36,425
Salary-Jailers-Part Time	100-510.022-080	16,000	16,000

**ANNUAL BUDGET
FISCAL YEAR 08
EXPENDITURES**

**REQUESTED CHANGES to the 9/10/07 DRAFT
As of 11/05/07**

FUND DESCRIPTION	FUND-ACCT-OFFICE	Amount Budgeted 9/10/07 DRAFT	Requested Change
Salary-Dispatchers-Part Time	100-510.023-080	45,000	45,000
Salary-Cook-Full Time	100-510.024-080	42,180	42,180
Salary-Prisoner Medical Expense	100-510.028-080	2,600	2,600
Salary-UnderSheriff	100-510.040-080	51,296	51,296
Salary-Jail Administrator	100-510.041-080	42,100	42,100
Salary-Part Time Cook	100-510.042-080	5,500	5,500
Salary-Chief Deputy	100-510.044-080	48,836	48,836
Overtime	100-510.073-080	92,200	92,200
Severance Benefits	100-510.074-080	6,000	6,000
Vacation Buy-Back	100-510.076-080	3,000	3,000
Maintenance-Radio Equipment	100-520.002-080	21,400	21,400
Maintenance-Vehicle	100-520.004-080	25,000	25,000
Maintenance-Equipment	100-520.005-080	2,201	2,201
Travel	100-520.015-080	1,000	1,000
Publishing/Printing	100-520.017-080	1,600	1,600
Dues/Subscriptions	100-520.028-080	1,000	1,000
Training	100-520.029-080	13,019	13,019
Meeting Expense	100-520.030-080	1,000	1,000
Food-Prisoner Meals	100-520.037-080	60,000	60,000
Prisoner Medical Care Expense	100-520.050-080	59,000	59,000
Cell Phones	100-520.108-080	5,000	5,000
Office Supplies	100-530.001-080	5,200	5,200
Gasoline-Oil	100-530.002-080	72,000	72,000
Operating Supplies-Building	100-530.003-080	1,015	1,015
Operating Supplies-Vehicle	100-530.004-080	800	800
Operating Supplies for Equipment	100-530.005-080	1,917	1,917
Uniform/Clothing	100-530.012-080	11,693	11,693
Other Expenses	100-540.012-080	2,200	2,200
Sheriff's Employees Pension	100-540.019-080	18,000	18,000
Small Equipment Purchases (< \$5,000 ea.)	100-560.014-080	31,000	31,000
TOTAL SHERIFF		1,808,834	1,836,186
TOTAL GENERAL FUND		5,792,795	5,922,908
GEOGRAPHIC INFORMATION SYSTEM:			
Travel	273-520.015-273	250	250
Contractual Services	273-520.025-273	60,000	60,000
Education/ Training	273-520.029-273	3,500	3,500
Computer Updates-Software	273-520.054-273	13,000	13,000
Computer Updates-Hardware	273-520.057-273	6,000	6,000
GIS Mapping Service	273-520.102-273	40,700	40,700
USDA Soil Survey	273-520.109-273	28,456	-
Office Supplies	273-530.001-273	1,000	1,000
TOTAL GEOGRAPHIC INFORMATION SYSTEM		152,906	124,450
TOTAL SPECIAL REVENUE		9,570,948	9,542,492
RECYCLING:			
Salary-Employees-Full Time	303-510.002-302	61,891	61,891
Salary-Employees-Part Time	303-510.003-302	3,900	3,900
Salary-Overtime	303-510.073-302	1,000	1,000
Building Improvement	303-520.003-302	2,500	2,500
Equipment Repair and Maintenance	303-520.005-302	6,500	6,500
Telephone	303-520.012-302	700	700
Gas/Electric	303-520.013-302	4,300	4,300
Water/Sewer	303-520.014-302	380	380
Travel-Mileage	303-520.015-302	200	200
Publishing/Printing	303-520.017-302	400	400

**ANNUAL BUDGET
FISCAL YEAR 08
EXPENDITURES**

**REQUESTED CHANGES to the 9/10/07 DRAFT
As of 11/05/07**

<u>FUND DESCRIPTION</u>	<u>FUND-ACCT-OFFICE</u>	<u>Amount Budgeted 9/10/07 DRAFT</u>	<u>Requested Change</u>
Training	303-520.029-302	500	500
Employee Insurance Contribution	303-520.046-302	9,945	9,945
Recycling Operating Expense	303-520.061-302	10,000	10,000
Equipment Lease and Purchase	303-520.104-302	2,000	2,000
Cell Phone	303-520.108-302	400	400
Trash Hauling	303-520.226-302	1,600	1,600
Office Supplies	303-530.001-302	600	600
Gasoline-Oil	303-530.002-302	5,000	5,000
Propane	303-530.007-302	4,800	4,800
Reimburse 4-H Clubs	303-530.043-302	1,200	1,200
Public Relations	303-540.023-302	100	100
Capital Outlay (>\$5,000 ea.)-Vehicle Purchase	303-560.005-302	35,000	-
Small Equipment Purchases (< \$5,000 ea.)	303-560.014-302	5,000	10,000
TOTAL RECYCLING		<u>157,916</u>	<u>127,916</u>
TOTAL EXPENDABLE TRUST		<u>1,532,364</u>	<u>1,502,364</u>
GRAND TOTAL ALL FUNDS		<u>18,018,516</u>	<u>18,090,173</u>

RESOLUTION 07-25

TO ADOPT FISCAL YEAR 2008 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

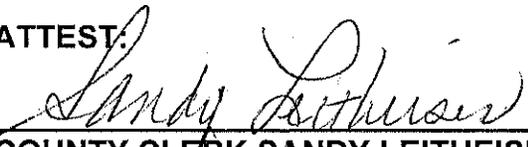
WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual September meeting of the year 2007, that the attached Financial Appropriation Ordinance for Fiscal Year 2008 which commences December 1, 2007, and ends November 30, 2008, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Eighteen Million, Ninty Thousand, One Hundred Seventy-three Dollars and No Cents (\$18,090,173).

APPROVED and ADOPTED this 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

AYES: 20
NAYES: 0
PRESENT: 20
ABSENT: 1

RESOLUTION 07-26

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 September meeting of the year 2007, after having ascertained the sum of Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) as being necessary to be raised for General County purposes for the current taxable year.

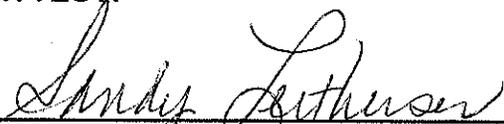
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-27

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 September meeting of the year 2007, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Three Hundred Twenty-two Thousand Dollars and No Cents (\$322,000.00) 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 Twenty-two Thousand Dollars and No Cents (\$322,000.00), 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 Twenty-two Thousand Dollars and No Cents (\$322,000.00) 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-28

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.

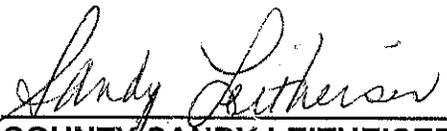
BE IT RESOLVED that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Eight Hundred Thousand Dollars and No Cents (\$800,000.00) for the purpose of adding to the fund from which the required contribution of Montgomery County 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 13th day of November, 2007.


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY SANDY LEITHEISER

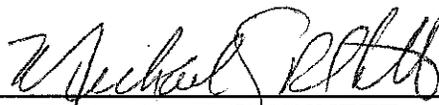
RESOLUTION 07- 29

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 September meeting of the year 2007, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 30

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 2008 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, 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 Two Hundred Fifty-five Thousand Dollars and No Cents (\$255,000.00) for the payment of insurance premiums for the protection of said County against liability which may be imposed upon it under the provisions of:

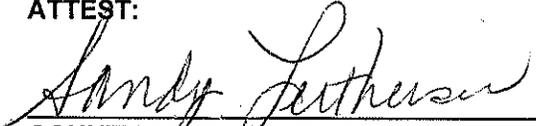
- The Workmen's Compensation Act of the State of Illinois,
- The Unemployment Insurance Act of the State of Illinois, and
- Property and Liability Insurance.

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 13th day of November, 2007.


 CHAIRMAN MIKE PLUNKETT

ATTEST:


 COUNTY CLERK SANDY LEITHEISER

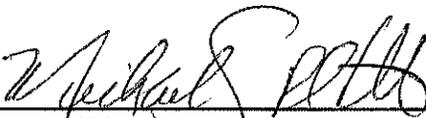
RESOLUTION 07- 31

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 September meeting of the year 2007 after having ascertained the sum of Eighty-six Thousand, Five Hundred Dollars and No Cents (\$86,500.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

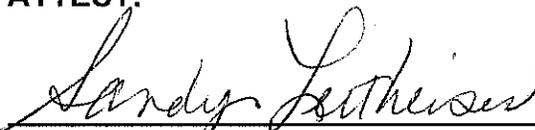
WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Eighty-six Thousand, Five Hundred Dollars and No Cents (\$86,500.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk 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 Eighty-six Thousand, Five Hundred Dollars and No Cents (\$86,500.00) 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-32

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 Twenty-two Thousand Dollars and No Cents (\$322,000.00) 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.....\$322,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual September meeting of the year 2007 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 Twenty-two Thousand Dollars and No Cents (\$322,000.00), 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 Twenty-Two Thousand Dollars and No Cents (\$322,000.00), 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 13th day of November, 2007.


CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 33

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Sixty-one Thousand Dollars and No Cents (\$161,000.00) 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.

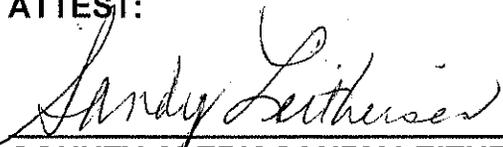
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Sixty-one Thousand Dollars and No Cents (\$161,000.00). The 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 34

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Sixty-one Thousand Dollars and No Cents (\$161,000.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County 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.....\$161,000.00

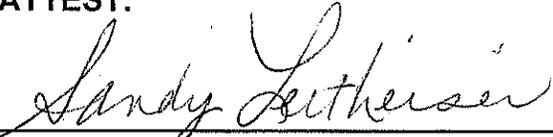
That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Sixty-one Thousand Dollars and No Cents (\$161,000.00) provided that 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-35

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 2008; 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: \$146,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2007, after having ascertained the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00), 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-36

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: \$60,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2007, after having ascertained the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) 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 Sixty Thousand Dollars and No Cents (\$60,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Sixty Thousand Dollars and No Cents (\$60,000.00), 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07-37

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 September meeting of the year 2007, after having ascertained the sum of Sixty-four Thousand Four Hundred Dollars and No Cents (\$64,400.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Sixty-four Thousand Four Hundred Dollars and No Cents (\$64,400.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Sixty-four Thousand Four Hundred Dollars and No Cents (\$64,400.00) 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 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 38

TO SET CERTAIN SALARIES

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2008 beginning December 1, 2007, and ending November 30, 2008, are set for the following:

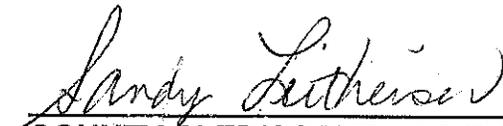
SUPERVISOR OF ASSESSMENTS	\$ 45,913.00
PROBATION OFFICER	\$ 44,155.00
ASSISTANT PROBATION OFFICERS	\$139,779.00

APPROVED and ADOPTED this 13th day of November, 2007.



 CHAIRMAN MIKE PLUNKETT

ATTEST:



 COUNTY CLERK SANDY LEITHEISER

RESOLUTION 07- 39

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

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

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

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

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

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2008, 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 September meeting of the year 2007, this 13th day of November 2007, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

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

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

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

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

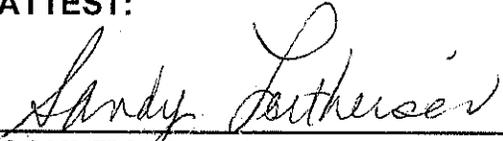
BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2008, commencing December 1, 2007, and ending November 30, 2008, by hereby appropriating the sum of \$11,000 as consideration 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 2008.

APPROVED and ADOPTED this 13th day of November, 2007.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

Montgomery County Board

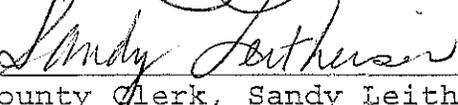
Holiday Schedule for Year 2008

January 1, 2008	New Year's Day	Tuesday
January 21, 2008	Martin Luther King Jr. Day	Monday
February 18, 2008	President's Day	Monday
March 21, 2008	Good Friday	Friday
May 26, 2008	Memorial Day	Monday
July 4, 2008	Independence Day	Friday
September 1, 2008	Labor Day	Monday
October 13, 2008	Columbus Day (Obsv.d)	Monday
November 4, 2008	Election Day	Tuesday
November 11, 2008	Veteran's Day (Obsv.d)	Tuesday
November 27, 2008	Thanksgiving Day	Thursday
November 28, 2008	Day after Thanksgiving	Friday
December 25, 2008	Christmas Day	Thursday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

Nov. 13, 2007


 Chairman, Mike Plunkett


 County Clerk, Sandy Leitheiser

11/13/07
 Date

11/13/07
 Date