

Municipality Mansfield	LOCAL AGENCY	 Illinois Department of Transportation 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 07-00125-02-RS				State Illinois

THIS AGREEMENT is made and entered into this 11th day of Dec, 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

Section 1e F.A.S. 732 (C.H. 17)

Route F.A.S. 732 Length ±2.50 Mi. ±13,200 FT (Structure No. _____)

Termini Project begins at a point near the N.W. corner of the S.W. ¼ of Section 31 at the Montgomery County Line and continues easterly until the Norfolk Southern Railroad Crossing in Section 33 T. 12N., R. 5W., of the 3rd P.M.

Description:
The project consists of hot mix asphalt overlay of the existing pavement and shoulder improvements where needed 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 \$35,314.08 providing the scope of the project does not change.

Grade Classification of Employees	Hourly Rate
Senior Civil Engineer	94.00
Civil Engineer	45.93
Senior CADD Tech	54.84
Clerical	42.80

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their signatures and seals and shall remain in effect until December 31, 2008. 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)
State of Illinois, acting by and through its

ATTEST:

By Sandy Leckheiser
Montgomery County Clerk
(Seal)

By Michael Blitt
County Board Chairman

Executed by the ENGINEER:

ATTEST:

By Christopher P. Nobles
Title Vice-President

By Mal Anderson
Title President

Approved

Date
Department of Transportation

Regional Engineer

Exhibit A
Preliminary Engineering

Route: F.A.S. 732 (C.H. 17) Farmersville Overpass
 Local Agency: Montgomery County
 Section: 07-00125-02-RS
 Project:
 Job No.:

* Firm's approved rates on file with
 IDOT's Bureau of Accounting and
 Auditing:
 Payroll Burden & Fringe Rate: 100 %
 Overhead and Expense Rate: 16.2 %
 Complexity Factor 0

Cost Estimate of Consultant's Services In Dollars

Element of Work	Employee Classification	Manhours	Payroll Rate	Payroll Costs	Payroll Burden and Fringe Costs*	Overhead and Expenses*	Services By Others	In-House Direct Costs	Profit	Total
Survey	Civil Engr	90	\$18.30	\$1,647.00	\$1,647.00	\$266.81			\$573.16	\$4,133.97
	Technician	90	\$14.70	\$1,323.00	\$1,323.00	\$214.33			\$460.40	\$3,320.73
Roadway Plans	Sr. Civil Engr	110	\$37.45	\$4,119.50	\$4,119.50	\$667.36			\$1,433.59	\$10,339.95
	Civil Engr	40	\$18.30	\$732.00	\$732.00	\$118.58			\$254.74	\$1,837.32
	Sr. Tech	90	\$21.85	\$1,966.50	\$1,966.50	\$318.57			\$684.34	\$4,935.92
Specifications/Estimates	Sr. Civil Engr	30	\$37.45	\$1,123.50	\$1,123.50	\$182.01			\$390.98	\$2,819.99
	Clerical	4	\$17.05	\$68.20	\$68.20	\$11.05			\$23.73	\$171.18
Project Report	Sr. Civil Engr	24	\$37.45	\$898.80	\$898.80	\$145.61			\$312.78	\$2,255.99
	Sr. Tech	10	\$21.85	\$218.50	\$218.50	\$35.40			\$76.04	\$548.44
	Clerical	2	\$17.05	\$34.10	\$34.10	\$5.52			\$11.87	\$85.59
Administration	Sr. Civil Engr.	32	\$37.45	\$1,198.40	\$1,198.40	\$194.14			\$417.04	\$3,007.98
	Clerical	4	\$17.05	\$68.20	\$68.20	\$11.05			\$23.73	\$171.18
QC/QA	Civil Engr.	32	\$18.30	\$585.60	\$585.60	\$94.87			\$203.79	\$1,469.86
Mileage: 9 trips at 50 miles per trip at \$0.48 per mile								\$216.00		\$216.00
Totals		558		\$13,983.30	\$13,983.30	\$2,265.29		\$216.00	\$4,866.19	\$35,314.08



Illinois Department of Transportation

MONTGOMERY COUNTY HIGHWAY DEPARTMENT RESOLUTION #31-07

County Maintenance Resolution

RESOLVED, by the County board of MONTGOMERY County, that \$800,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1st, 2008 and ending December 31st, 2008, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

STATE OF ILLINOIS

MONTGOMERY County, } ss.

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

Date

MONTGOMERY County, at its December 11, 2007

meeting held at HILLSBORO

on December 11, 2007

Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in HILLSBORO

in said County, this 11TH day of DECEMBER A.D. 2007

Regional Engineer

(SEAL)

Sandy Leitheiser County Clerk. SANDY LEITHEISER, Montgomery County Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION #32-07

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#14 – Rocky Hollow Trail Bridge Piling Repairs (Rocky Hollow
Trail)(Butler Grove 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 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 \$15,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

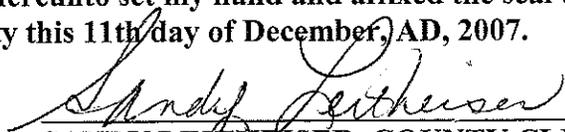
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1051 B-CA	See Attached Map	\$15,000.00

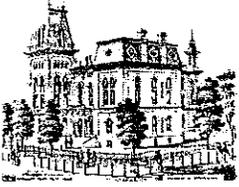
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

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 11th day of December, 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 11th day of December, AD, 2007.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



BILL SIELSCHOTT
FINANCE COMMITTEE CHAIRMAN
MONTGOMERY COUNTY BOARD

District 7
 704 North Jackson
 Litchfield, Illinois 62056

Date: December 11, 2007
 To: County Board Members
 From: Bill Sielschott, Finance Committee Chairman
 Re: "No Tax Due" Real Estate Tax Statements

The following are two (2) examples as to why a Montgomery County resident might receive a real estate tax statement with "No Tax Due":

1. The assessment is under \$150;
2. The exemptions are equal to or greater than the assessed value resulting in a taxable value of "0";

Example:	Total assessed value	15,645
	<i>Senior Citizen Tax Freeze Exemption</i>	<7,763>
	Equalized Assessed Value	7,882
	<i>Owner Occupied Exemption</i>	<5,000>
	<i>Homestead/Veterans Exemption</i>	<2,882>
	Taxable Value	"0"

The *Homestead Exemption* is 3,500 but only 2,882 are needed. Example #2 reflects three (3) exemptions. There are other exemptions available.

This is not the first tax year that statements reflect "No Taxes Due".

Because of the various exemptions available it is quite difficult to give the same reason for all tax statements. Any questions should be referred to Treasurer Ron Jenkins.

RESOLUTION # 07 - 40

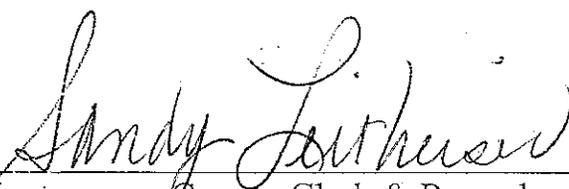
RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2006-2007 ON BIKE TRAIL PROPERTY

WHEREAS there has been presented to this Board a bill due on Property #12-000-405-05, which describes the Green Diamond Bike Trail in Pitman Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2006 payable 2007 be voided.

Approved by the Montgomery County Board on the 11th day of December 2007.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

F I L E D
DEC 11 2007

COUNTY CLERK
Sandra Leitheiser

A copy of this resolution is to be provided to the following:

- Montgomery County Treasurer/Collector, Ron Jenkins
- Montgomery County Trustee, Dennis Ballinger
- Montgomery County Clerk & Recorder, Sandy Leitheiser
- Montgomery County Chief Assessment Officer, Julia Kiefer

Building Assessment Options 1-3Option #1 –

- Add to New Courthouse of 18,630 square feet limited renovation of Old Courthouse of about 5,500 square feet.
- About \$2.6 million for the New Courthouse
- About \$1.5 million for the Old Courthouse
 - * Tuck pointing outside
 - * Stair tower and Board room preservation
- Plus design fees and contingency fees would come to \$4.8 million

Option #2 –

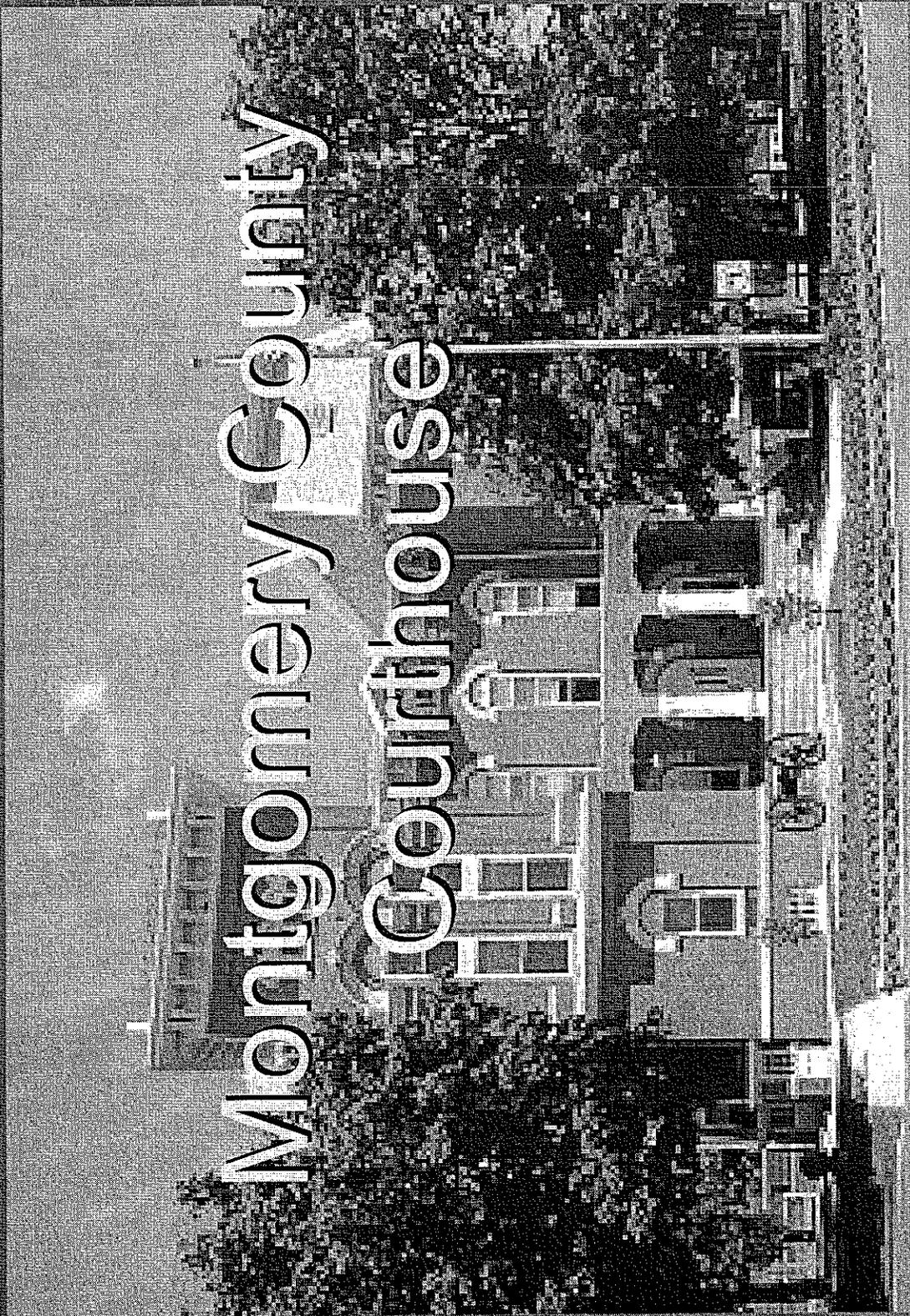
- Add to the New Courthouse of 21,636 square feet limited renovation
- New Courthouse addition \$3.0 million (1.5 years to complete addition)
- Old Courthouse renovations (3 stages)
 - 1) Extreme Improvement, tuck-point, stair tower, hide A/C units and 1st floor renovation \$1 million
 - 2) Preservation of main hall and mechanical upgrades \$300,000 raise ceiling of board room
 - 3) Raising 2nd floor to be same level of board room and renovate the rest of the offices in the building \$1.1 million.
- Occur over a period of 5 to 8 years
- Total cost \$6.5 million

Option #3 –

- Complete renovation of Old Courthouse
- No addition to New Courthouse
- To make option 3 work:
 - * ROE out of building
 - * SOA will also have to be moved
 - * Work will occur in stages
- \$2.8 million does not include needed space

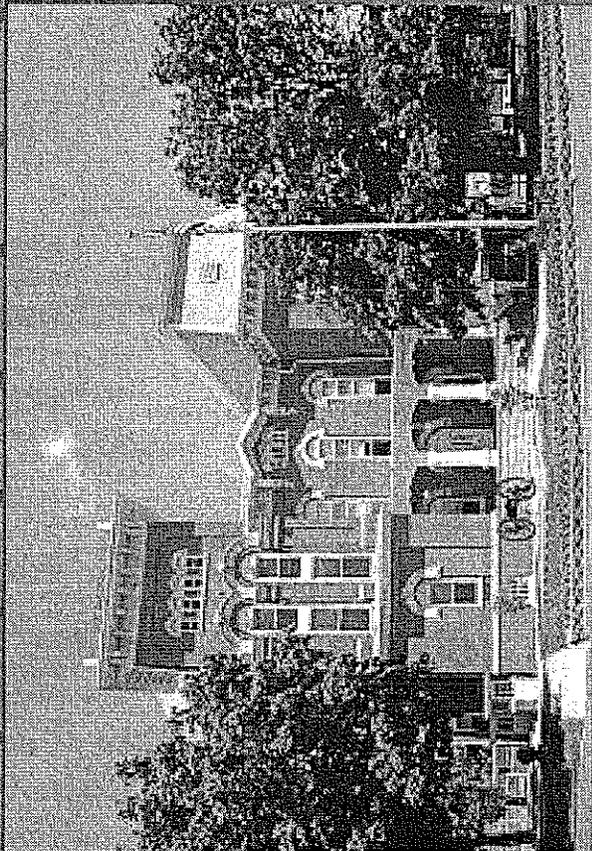
Hurst-Rosche design plan book on file for review in Coordinating Office

Montgomery County Courthouse



Objectives

- Provide adequately sized and well equipped working facilities for all county offices.
- Renovate and restore the main hall, front stair tower, 2nd floor courtroom and exterior of the courthouse back to its historical nature.
- Clean up the exterior of the courthouse, including the addition of ADA accessible ramps and entrances as well as hide or move the mechanical equipment that is located on or around building.



Process

Conduct Interviews

Analysis of Information

Programming

Recommendations

Due to overcrowding and possible future growth of the offices located in the courthouse, measures must be taken to provide an adequately sized work environment for employees.

Options

- Option 1 – Courts Building Addition (18,000sf) and Courthouse Preservation (limited to public areas and new ROE offices).
- Option 2 – Courts Building Addition (21,000sf) and complete Courthouse Preservation/Renovation.
- Option 3 – Complete Courthouse Renovation/Preservation (move ROE and SOA out of building)

Option 1

- Addition to Courts Building of 18,630sf accompanied by limited renovation of Old Courthouse (approx. 5,500sf)
- \$2.6M for Courts Building Addition
- \$1.6M for Old Courthouse Renovations
 - Tuckpoint exterior
 - Preservation of Stair Tower and Courtroom
- Total Cost of \$4.8M including fees and contingencies

Option 2

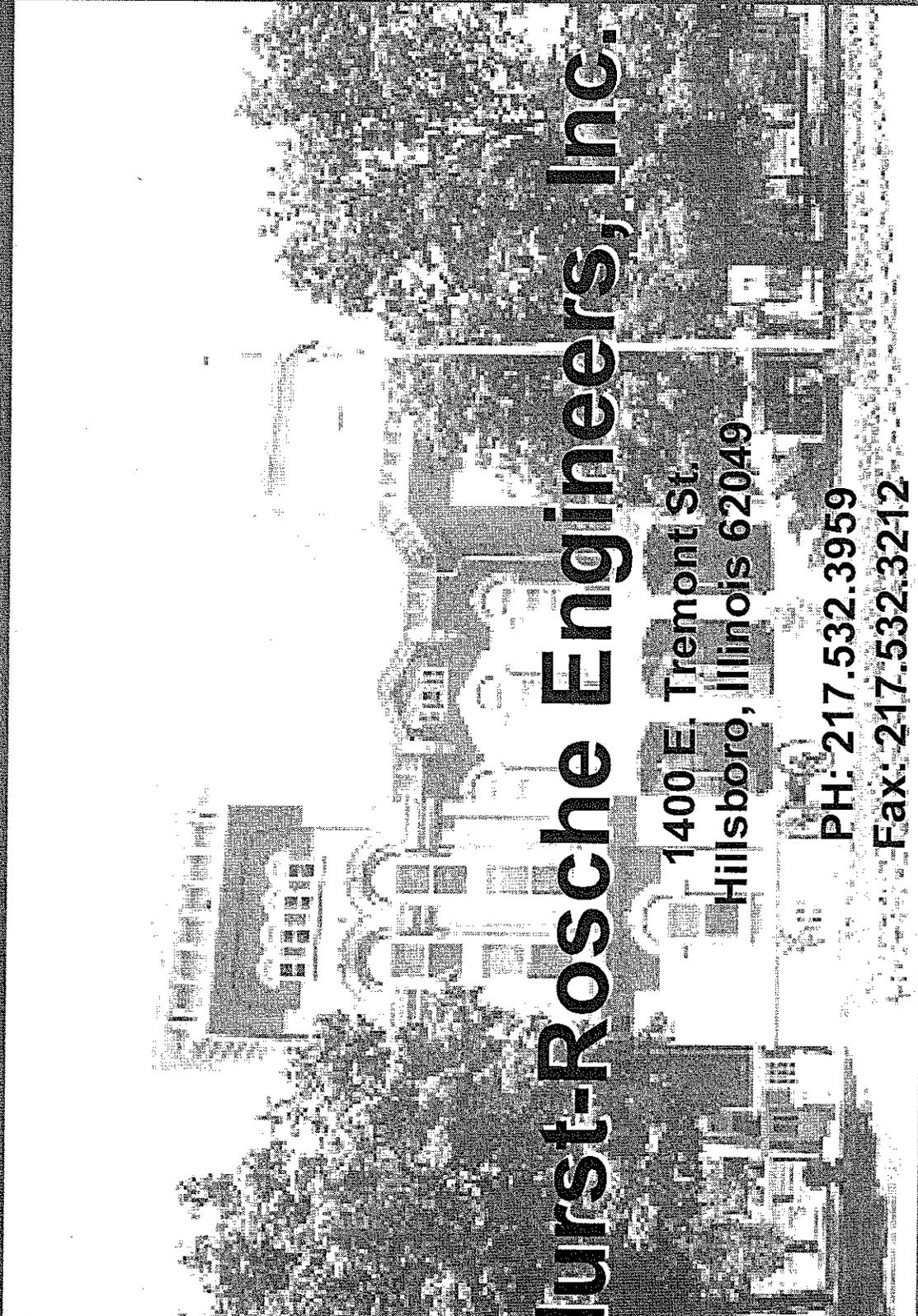
- Addition to Courts Building of 21,636sf accompanied by limited renovation of Old Courthouse in three phases
- \$3.0M for Courts Building Addition (approximately 1.5 years to complete addition)
- Old Courthouse Renovations
 - \$1.0M Phase 1 – Exterior Improvements, first floor office renovations and MEP upgrades
 - \$300K Phase 2 – Main Hall and Courtroom renovations
 - \$1.1M Phase 3 – Raise 2nd floor to level of board room and complete office renovations
- Work would occur over a period of 5 to 8 years
- Total Cost of \$6.5M including fees and contingencies

Option 3

- Complete renovation/restoration of Old Courthouse
- No addition to the Courts Building
- Would require:
 - ROE relocated to separate facility
 - SOA relocated to separate facility
 - Renovations staged to allow for continued occupation of building during construction
- \$2.9M including design fees and contingencies
 - Does not include costs for acquisition of additional space in a separate facility for the ROE and SOA

Summary

- Options 1 & 2 more expensive but more appropriate solutions
- Option 3 primary benefit is fresh look to work space
- Option 2 provides the greatest long term benefit and most complete preservation of the historic courthouse



Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.
Hillsboro, Illinois 62049

PH: 217.532.3959

Fax: 217.532.3212

MONTGOMERY COUNTY ORDINANCE NO. 08-01

TRUANCY

SECTION 1: PURPOSE

Absenteeism from school by students under the age of 17 has become a significant problem, and in many instances police records establish that persons over the age of 7 and under the age of 17 who are frequently absent from school become involved in offenses of vandalism, drug abuse, alcohol consumption, disorderly conduct, and other offenses constituting crimes in the State of Illinois. The purpose of this Ordinance is to take appropriate action to cause a reduction in absenteeism from school by students over the age of 7 and under the age of 17.

SECTION 2: DEFINITIONS

For purposes of this Ordinance, the following terms are defined as set forth below:

(a) MONTGOMERY COUNTY SCHOOL DISTRICT. Montgomery County School District is hereby defined to be one or more of the following school districts or portions of the following school districts situated in Montgomery County, Illinois:

- Hillsboro Community Unit School District #3
- Litchfield Community Unit School District #12
- Nokomis Community Unit School District #22
- Panhandle Community Unit School District #2

(b) MONTGOMERY COUNTY STUDENT. A Montgomery County Student is hereby defined to be a public school student over the age of 7 and under the age of 17 enrolled in one of the Montgomery County School Districts.

(c) PARENT/GUARDIAN. Parent/Guardian is hereby defined to be the natural parent, legal guardian, or other person having custody or control of a Montgomery County Student.

(d) TRUANT OFFICER. The Truant Officer shall be the Truant Officer employed by Montgomery County (Regional Office of Education) or the Montgomery County School Districts under 105 ILCS 5/3-13.

(e) TRUANT. A truant is hereby defined as a Montgomery County Student who is absent from attendance in school for a school day, or part of a school day, without valid cause for absence.

(f) **VALID CAUSE FOR ABSENCE.** A valid cause for absence shall be illness, observation of a religious holiday, a death in the immediate family, a family emergency, and shall include such other situations beyond the control of the Montgomery County Student as determined by the Board of Education of the Montgomery County School District in which the student is enrolled, or such other circumstances which cause reasonable concern to the Parent/Guardian for the safety or health of the Montgomery County student.

(g) **CHRONIC OR HABITUAL TRUANT.** A chronic or habitual truant shall be a Montgomery County Student over the age of 7 and under the age of 17 who is absent without valid cause from attendance for 10% or more of the previous 170 regular attendance days in school.

(h) **KNOWINGLY.** Knowingly is hereby defined to exist (i) when a Parent/Guardian has conscious awareness, or has a substantial probability of the existence of the fact, that his or her Montgomery County student is a truant or (ii) after a Parent/Guardian receives verbal or written notice (including notice by telephone) that his or her Montgomery County student is a truant.

SECTION 3: VIOLATION/PENALTIES

(a) It shall be unlawful for any Montgomery County Student to be absent from attendance, without valid cause for absence, for all or any part of a school day in the Montgomery County School District in which the student is enrolled as a full-time student. Any Montgomery County Student violating the foregoing terms of this Ordinance shall be in violation of a petty offense and subject to the following fines, upon conviction:

- (i) A fine of \$25.00 for a first offense;
- (ii) A fine of \$50.00 for the second offense; and
- (iii) A fine of \$100.00 for the third offense.

Each day or a portion of each day upon which a violation occurs shall constitute a separate offense.

(b) It shall be unlawful for any Parent/Guardian to knowingly permit a Montgomery County Student to be absent from attendance, without valid cause for absence, for all or any part of a school day in the Montgomery County School District in which the student is enrolled as a full-time student. Any Parent/Guardian violating the foregoing terms of this Ordinance shall be in violation of a petty offense and subject to the following fines, upon conviction:

- (i) A fine of \$25.00 for a first offense;

(ii) A fine of \$50.00 for the second offense; and

(iii) A fine of \$100.00 for the third offense.

Each day or a portion of each day upon which a violation occurs shall constitute a separate offense.

(c) A Montgomery County student and the student's Parent/Guardian may be charged and convicted of violating this ordinance when the student shall be found absent without valid reason in violation of this Ordinance. However, the payment of the fine imposed for a given incident by either the Montgomery County Student or the Parent/Guardian shall relieve the non-paying party from any obligation to pay fines arising from the same incident.

(d) No conviction shall be entered or fine imposed upon any Montgomery County Student or Parent/Guardian for a violation of this ordinance where such student is:

(i) attending a parochial or private school for the entire time it is in session during its regular school term; or

(ii) attending or otherwise participating in an alternative education or home schooling program for the entire time such program shall be in session or operation.

SECTION 4: ENFORCEMENT

Citations for violation of this Ordinance may be issued by any Truant Officer employed by any Montgomery County School District, and/or Montgomery County through the Regional Office of Education Truant Officers, a Sheriff or any Deputy Sheriff of Montgomery County, and any police officer of any city or village situated within any Montgomery County School District. All citations for violations of this Ordinance shall be the property of Montgomery County, Illinois. Each Montgomery County School District is now assuming partial responsibility for the payment of the salary of the Truant Officer employed by Montgomery County through the Regional Office of Education. All citations will be forwarded to the Montgomery County State's Attorney for prosecution as a petty offense.

SECTION 5: OPERATION

The terms and provisions of this Ordinance shall be in addition to, not in substitution of or in replacement for, any of the other provisions, laws, or regulations concerning truancy. Such other provisions and regulations include without limitation, the following:

- (a) 105 ILCS 26-10
- (b) 105 ILCS 5/26-11
- (c) 105 ILCS 5/26-7 through 5/26-8(b)

- (a) Applicable provisions of the Illinois School Code of the Juvenile Court Act of 1987 concerning a chronic or habitual truant.
- (b) Any other applicable provisions of the Juvenile Court Act of 1987 for the State of Illinois, including 105 ILCS 405/3/33 (Truant Minor Need of Supervision).

SECTION 6: IMPLEMENTATION

This Ordinance shall be effective upon its lawful adoption by the County Board of Montgomery County, Illinois and the Board of Education of one or more of the Montgomery County School Districts. The Ordinance shall be binding upon each Montgomery County School District when adopted and approved by the Board of Education for that Montgomery County School District. If any one or more of the Boards of Education of the Montgomery County School Districts fail or decline to adopt this Ordinance, such failure or declination shall not affect the enforceability of this Ordinance for those Montgomery County School Districts wherein the Board of Education adopted this Ordinance. The Ordinance may also be adopted and approved by any city or village situated within any Montgomery County School District, with the understanding that the enactment or declination of any city or village to adopt this ordinance shall not affect enforcement of this Ordinance if it is adopted by the County Board of Montgomery County, Illinois and the Board of Education for the Montgomery County School District in which the city or village is situated. The adoption and implementing of the terms of this Ordinance shall be deemed an intergovernmental agreement under 5 ILCS 220/3 and related statutes.

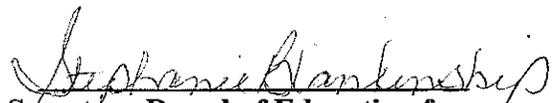
ADOPTED AND APPROVED THIS 8th DAY OF January, 2008.

Mike Plunkett
MIKE PLUNKETT, CHAIRMAN

Sandy Lettner
SANDY LETTNER
COUNTY CLERK

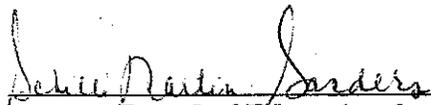
Certificate of Passage of Ordinance by Local School District Board of Education

I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Litchfield Community School District No. 12 of Montgomery County, Illinois, at its regularly scheduled meeting on March 11, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.


Secretary Board of Education for
Community Unit School District
Number 12.
Montgomery County, Illinois

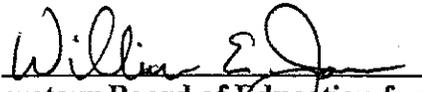
Certificate of Passage of Ordinance by Local School District Board of Education

I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Panhandle Community School District No. 2 of Montgomery County, Illinois, at its regularly scheduled meeting on Feb. 11, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.


Secretary Board of Education for
Community Unit School District
Number 2.
Montgomery County, Illinois

Certificate of Passage of Ordinance by Local School District Board of Education

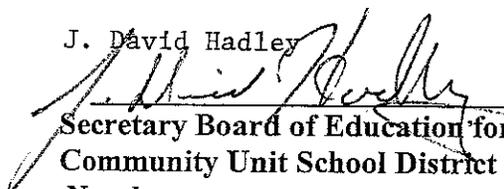
I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Hillsboro Community School District No. 3 of Montgomery County, Illinois, at its regularly scheduled meeting on April 8, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.


Secretary Board of Education for
Community Unit School District
Number 3.
Montgomery County, Illinois

Certificate of Passage of Ordinance by Local School District Board of Education

I, the undersigned, hereby certify that the foregoing is a true copy of the Ordinance on Truancy adopted by the members of the Board of Education of the Nokomis Community School District No. 22 of Montgomery County, Illinois, at its regularly scheduled meeting on Mar. 18, 2008, and that the aforesaid Board of Education has, and at the time of the adoption of the said Ordinance had, full power and lawful authority to adopt the said Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.

J. David Hadley


Secretary Board of Education for
Community Unit School District
Number 22
Montgomery County, Illinois

Municipality Montgomery County	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	Name Hurst-Rosche Engineers, Inc.
Township Zanesville			Address 1400 East Tremont Street
County Montgomery			City Hillsboro
Section 08-19119-00-BR			State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 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 Ogden/Rossi Road RR Crossing (AAR/DOT #480 042J, RR Milepost 428.69-WA)

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

Termini _____

Description:
Complete survey and prepare plans and specifications for modifications to the Ogden/Rossi Highway-Rail Grade crossing.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
c. <input checked="" type="checkbox"/> * will be invoiced hourly with a NTE \$ 19,090.10	_____	%
In accordance with the attached 2008 Fee Schedule	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 4h, 4j & 1k 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. 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 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 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 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.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and the 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 Andy Lutherski
Montgomery County Clerk
(Seal)

COUNTY BOARD CHAIRMAN
By Michael P. Hill
Title Chairman of County Board

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

ATTEST:

Hillsboro, IL 62049

By Mark A. Reitz
Title Mark A. Reitz, PE

By Thomas G. Baker
Title Thomas G. Baker, PE, President

Approved

Date
Department of Transportation

Regional Engineer

Fee Schedule
Hurst-Rosche Engineers, Inc.
Effective January 1, 2008

CLASSIFICATION	HOURLY RATE*
Engineer IV	130.00
Engineer III	103.00
Engineer II	85.00
Engineer I	67.00
Architect IV	117.00
Architect III	93.00
Architect II	71.00
Architect I	59.00
Engineering Technician VI	99.00
Engineering Technician V	82.00
Engineering Technician IV	74.00
Engineering Technician III	60.00
Engineering Technician II	55.00
Engineering Technician I	43.00
CADD Technician IV	65.00
CADD Technician III	53.00
CADD Technician II	47.00
CADD Technician I	38.00
Clerical	42.00
Professional Land Surveyor IV	111.00
Professional Land Surveyor III	82.00
Survey Party Chief	67.00
Rodman	37.00
Survey (GPS)	115.00

Project-related travel is \$0.48 per mile. All other direct charges included a 15% handling fee.

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

RESOLUTION NO. 08-02

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 # 10-002-074-00

as described in Certificate No. 000171 sold November 22, 2004.

WHEREAS, a public auction was held December 4, 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 February, 2008.

Michael S. [Signature]
CHAIRMAN

ATTEST:

Sandy Leithner
Clerk of the Board

Permanent Index No.: 10-002-074-00

**ATTACHMENT
LEGAL DESCRIPTION**

The West Half (W1/2) of the North Half (N1/2) of Block Four (4) and the North (N) Thirty (30) feet of the South Half (S1/2) of the West (W1/2) of Block Four (4) of Haller's subdivision of Block Five (5) lying West (W) of the center line of said lot, except coal and coal rights in said premises heretofore sold and conveyed; and subject to the fact that a small strip of the latter described tract has heretofore been conveyed to the State of Illinois for hardroad purposes; all in J.E. Haller's subdivision of Block Five (5) in Miller and Young's Second Addition to Nokomis according to the recorded plat thereof, situated in Montgomery County, Illinois.

DEED

200800043912
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
02-13-2008 At 01:04 pm.
TAX DEED NO .00
OR Book 1242 Page 120 - 122
Instrument Book Page
200800043912 OR 1242 120

Return Deed &
Mail Tax Statement To:

City of Nokomis, a body politic
22 S. Cedar Street
Nokomis, IL 62075

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 NOKOMIS, A BODY POLITIC

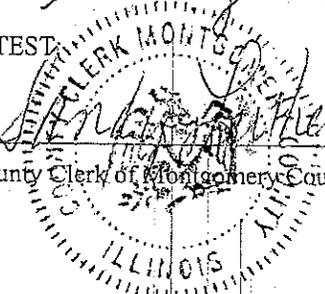
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

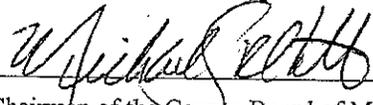
SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 10-002-074-00 / 08-14-455-008

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 February, 2008.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

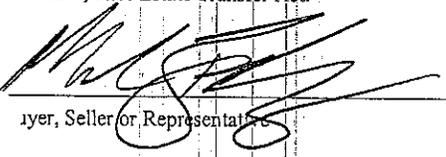
MONTGOMERY COUNTY, TRUSTEE

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 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 February 2008.

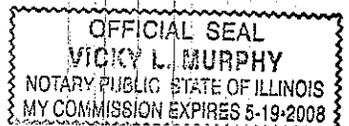
"Exempt under provisions of Paragraph F,
Section 4, Real Estate Transfer Act."



Buyer, Seller or Representative



NOTARY PUBLIC



Permanent Index No.: 10-002-074-00

ATTACHMENT
LEGAL DESCRIPTION

The West Half (W1/2) of the North Half (N1/2) of Block Four (4) and the North (N) Thirty (30) feet of the South Half (S1/2) of the West (W1/2) of Block Four (4) of Haller's subdivision of Block Five (5) lying West (W) of the center line of said lot, except coal and coal rights in said premises heretofore sold and conveyed; and subject to the fact that a small strip of the latter described tract has heretofore been conveyed to the State of Illinois for hardroad purposes; all in J.B. Haller's subdivision of Block Five (5) in Miller and Young's Second Addition to Nokomis according to the recorded plat thereof, situated in Montgomery County, Illinois.

Physical Address: 214 Blue St, Nokomis, IL 62075

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
1242 122

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

State of Illinois)
County of Montgomery) SS.

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.)

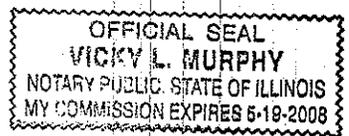
- 1. Not a division of land (parcel already has an existing county real estate tax identification number)
- 2. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of 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 parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 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 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;

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.

Sandy Luthuser
Affiant Signature
Subscribed and Sworn to before me this 12th day of February, 2008.
Vicky L. Murphy
Notary Public



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

Affiant Signature

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

DATE: February 5, 2008

FROM: Montgomery County Board

TO: Montgomery County Clerk – Sandy Leitheiser
Montgomery County Supervisor of Assessments – Julie Kiefer
Montgomery County Treasurer/Collector – Ronald Jenkins

RE: Voiding of Tax Year 2006 Tax Bills

Notice to County Officials:

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

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

Approved by the Montgomery County Board on the 12th day of February, 2008.


County Board Chairman, Mike Plunkett


Finance Committee Chairman, Bill Sielschott

Attest by: 
Montgomery County Clerk, Sandy Leitheiser

ATTACHED EXHIBIT
MONTGOMERY COUNTY TRUSTEE
2006-TAX VOID LIST

<u>Item</u>	<u>Parcel Number</u>	<u>Item</u>	<u>Parcel Number</u>
1	01-000-876-00	50	11-100-059-26
2	02-000-215-00	51	11-100-059-34
3	02-000-544-00	52	11-100-059-36
4	02-000-550-00	53	11-100-059-39
5	02-000-550-05	54	11-100-059-42
6	02-000-550-10	55	11-100-059-43
7	02-000-554-01	56	11-100-059-46
8	02-000-555-00	57	11-100-059-47
9	02-000-556-00	58	11-100-059-48
10	02-000-557-00	59	11-100-059-50
11	02-000-559-00	60	11-100-059-51
12	02-000-560-00	61	11-100-059-52
13	02-000-561-00	62	11-100-059-56
14	02-000-562-00	63	11-100-059-60
15	02-000-563-00	64	11-100-059-77
16	02-000-564-00	65	11-100-059-78
17	02-000-565-00	66	11-100-059-96
18	02-000-566-00	67	12-000-411-00
19	02-000-569-00	68	12-000-412-00
20	02-000-627-00	69	12-000-414-00
21	03-000-465-38	70	12-000-416-00
22	04-001-175-02	71	12-000-417-00
23	04-001-220-00	72	12-000-418-00
24	04-001-256-00	73	12-000-419-00
25	06-000-908-00	74	12-000-419-10
26	07-000-177-00	75	12-000-424-00
27	08-100-013-00	76	13-000-441-01
28	08-100-306-50	77	16-000-750-00
29	08-100-707-93	78	16-002-012-00
30	08-100-707-94	79	17-000-561-00
31	08-100-707-98	80	18-000-638-00
32	08-103-795-00	81	18-000-639-00
33	08-202-448-00	82	18-000-658-00
34	08-202-488-00	83	18-001-114-00
35	09-000-735-00		
36	09-000-826-00		
37	10-002-074-00		
38	11-100-059-00-10		
39	11-100-059-00-14		
40	11-100-059-00-27		
41	11-100-059-00-29		
42	11-100-059-00-45		
43	11-100-059-00-57		
44	11-100-059-07		
45	11-100-059-12		
46	11-100-059-13		
47	11-100-059-15		
48	11-100-059-17		
49	11-100-059-20		

PERSONNEL RESOLUTION

BE IT RESOLVED by the County Board of Montgomery County, herein referred to as the "Board," that the following rules and regulations shall govern, but not be limited to, the appointment, classification, salary, promotion, dismissal and conditions of employment of the employees of the County.

BE IT FURTHER RESOLVED by the Board, that although it is not necessary for employees to live within Montgomery County, preference will be given to those qualified individuals who do reside within the County. All new employees will serve a six (6) month probationary period.

BE IT FINALLY RESOLVED, that the Board give thirty (30) days notice as to suggested changes, modifications or termination in policies, regulations and procedures outlined within this manual to Elected Officials and representatives of the employees so discussions may be held with people affected by the changes, modifications or termination in policies, regulations and procedures.

Approved and adopted by the County Board of Montgomery County, Illinois, this 12th day of February, 2008.

Michael R. Bell
Chairman

ATTEST: *Andy Leithaiser*

FILED
FEB 14 2008

Sandra Leithaiser COUNTY CLERK

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 01-08**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE VARIOUS COUNTY
HIGHWAYS**

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 \$76,900.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

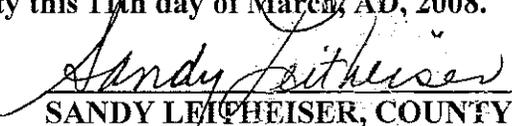
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1053 B-CA Location A, B, C, D, E, F, G, H, I, J, K, & L	See Attached Maps	\$76,900.00

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 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

AUDUBON R. D.
R. 1 W., T. 9 N., T

TO PANA R. 1 W.

OHLMAN
POP. 193

FAYETTE
SANGAMON R.

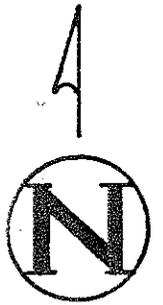
MERIDIAN
T. 10 N. COUNTY

Loc. A

PRINCIPAL

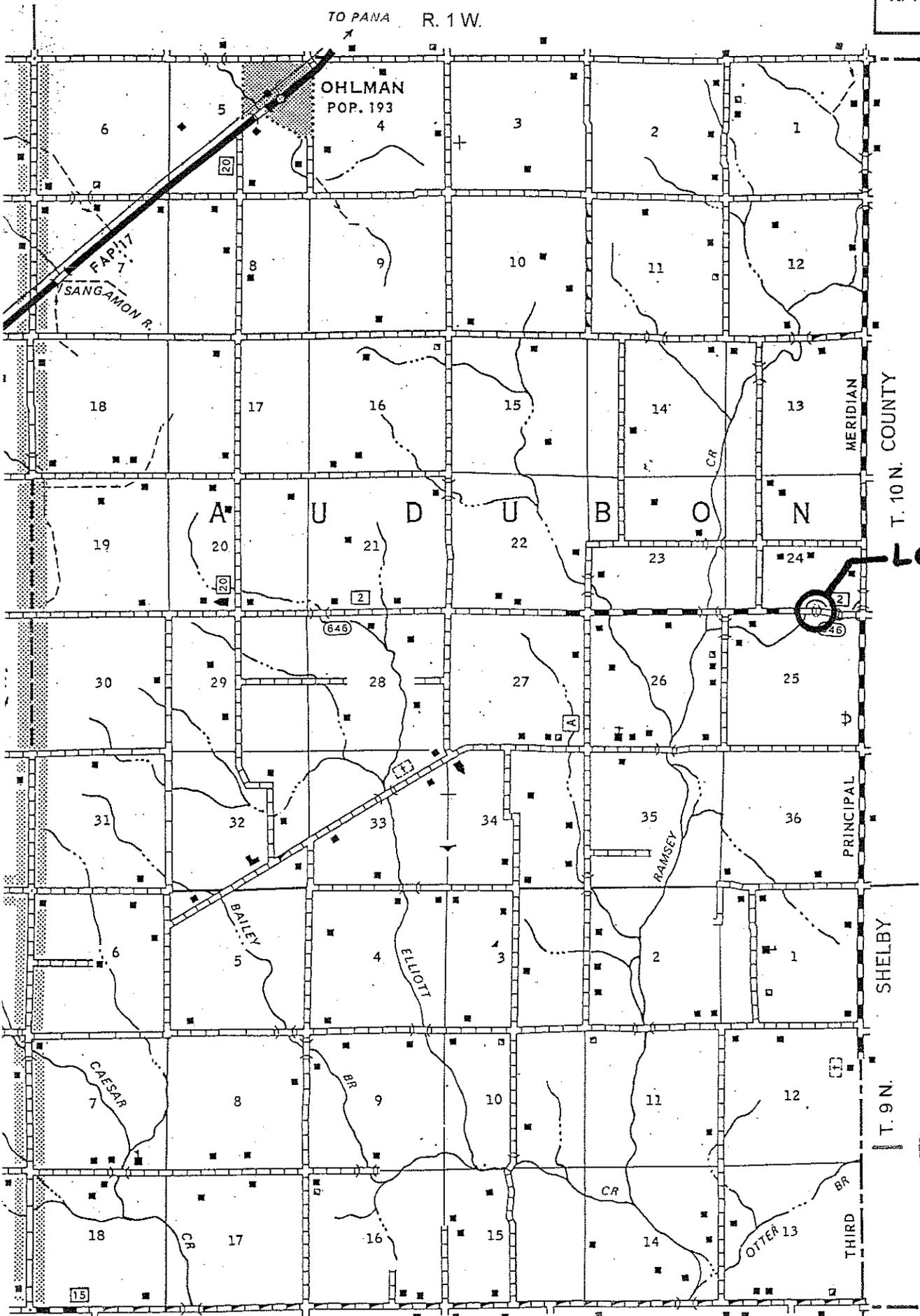
SHELBY

T. 9 N.



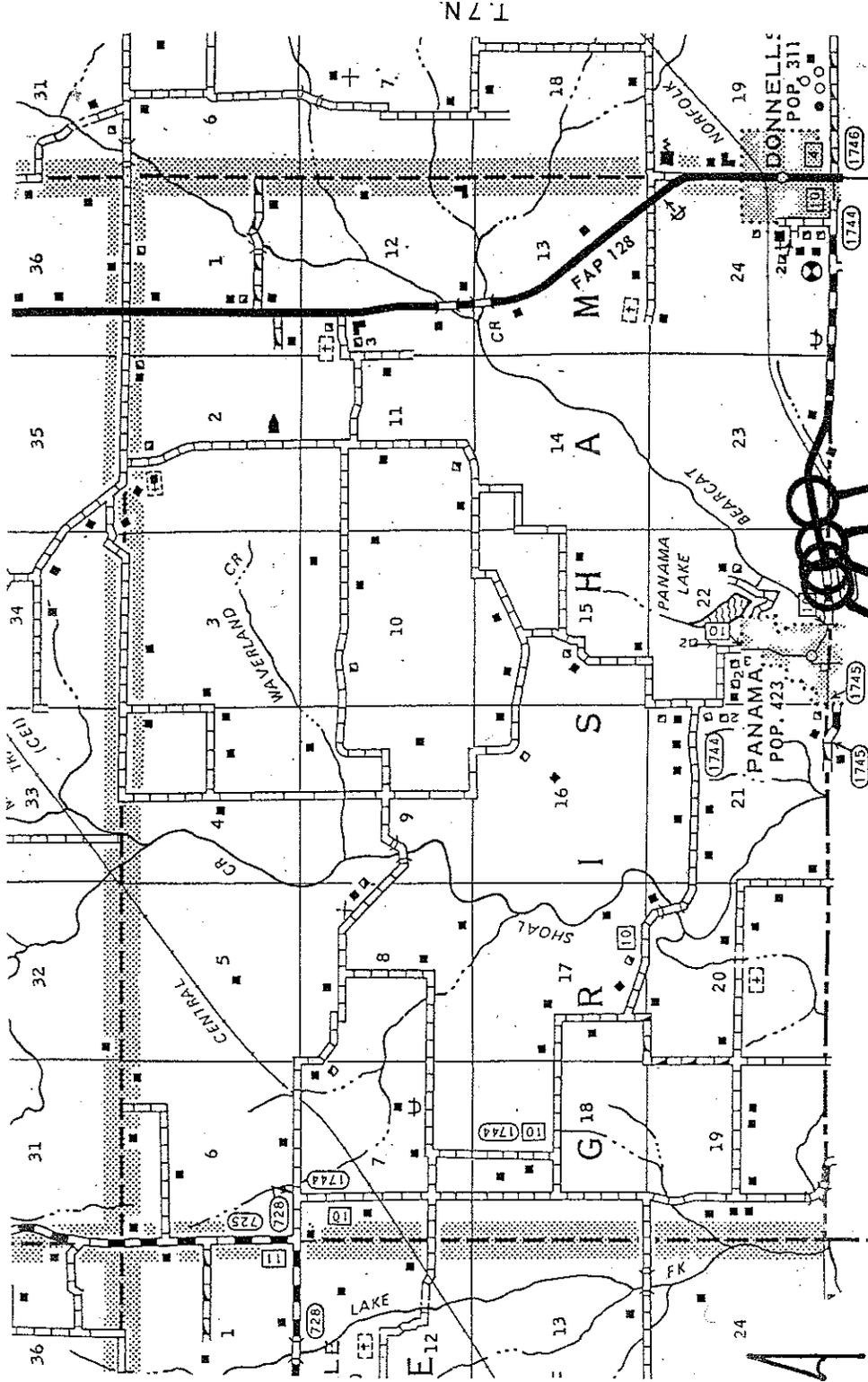
FAYETTE

COUNTY

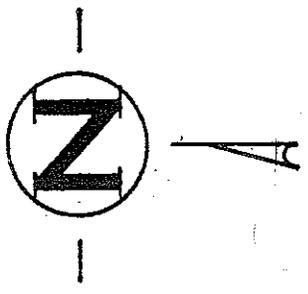


GRISHAM R. D.
R. 4 W., T. 7 N.

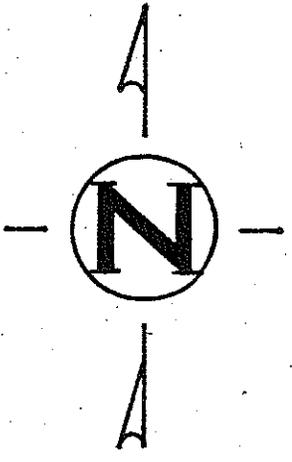
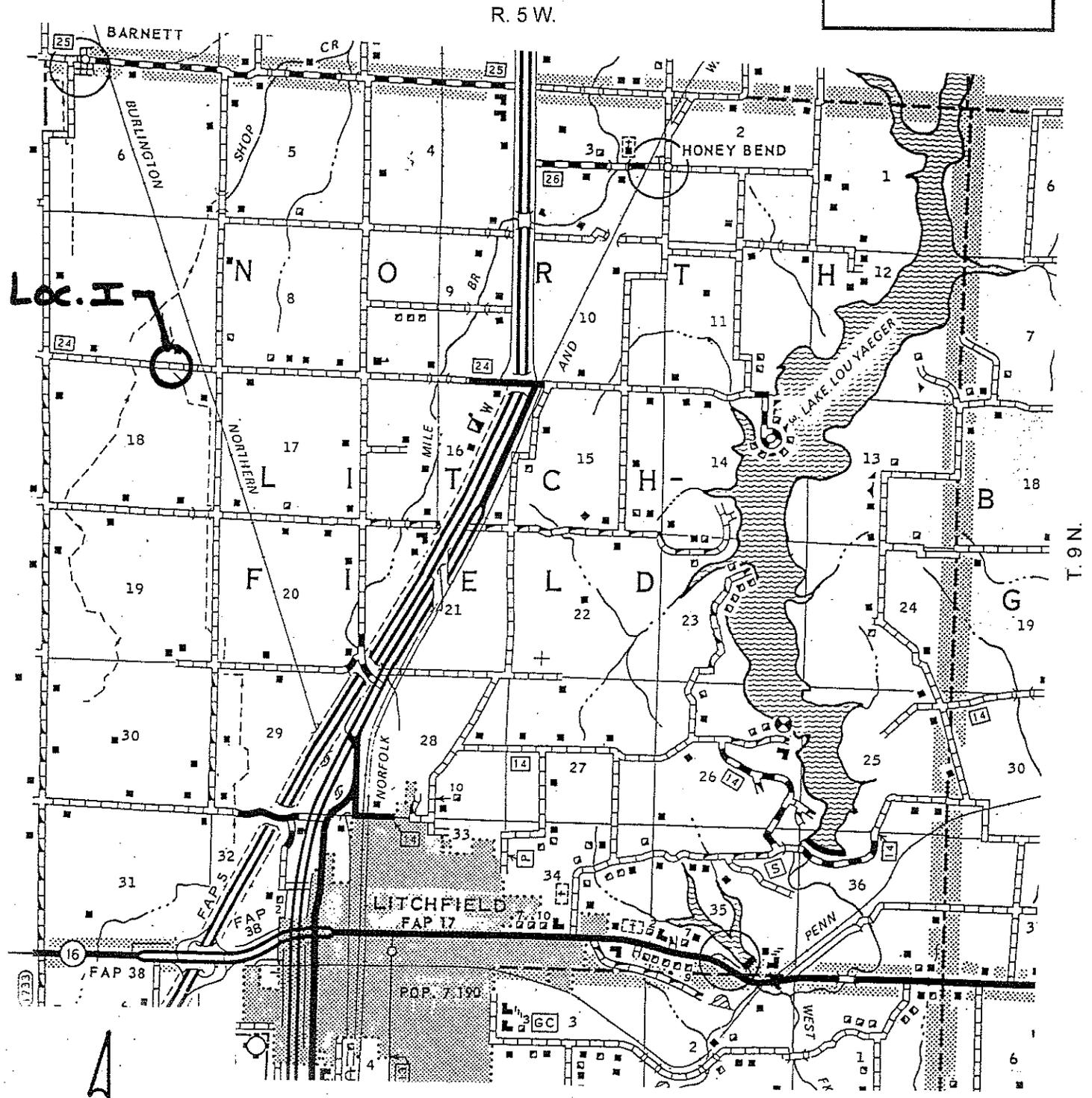
R. 4 W.



Loc. E
Loc. F
Loc. G
Loc. H

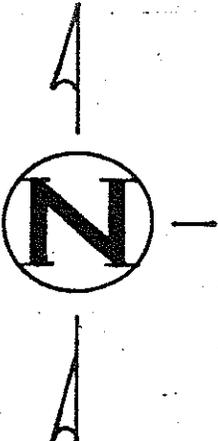
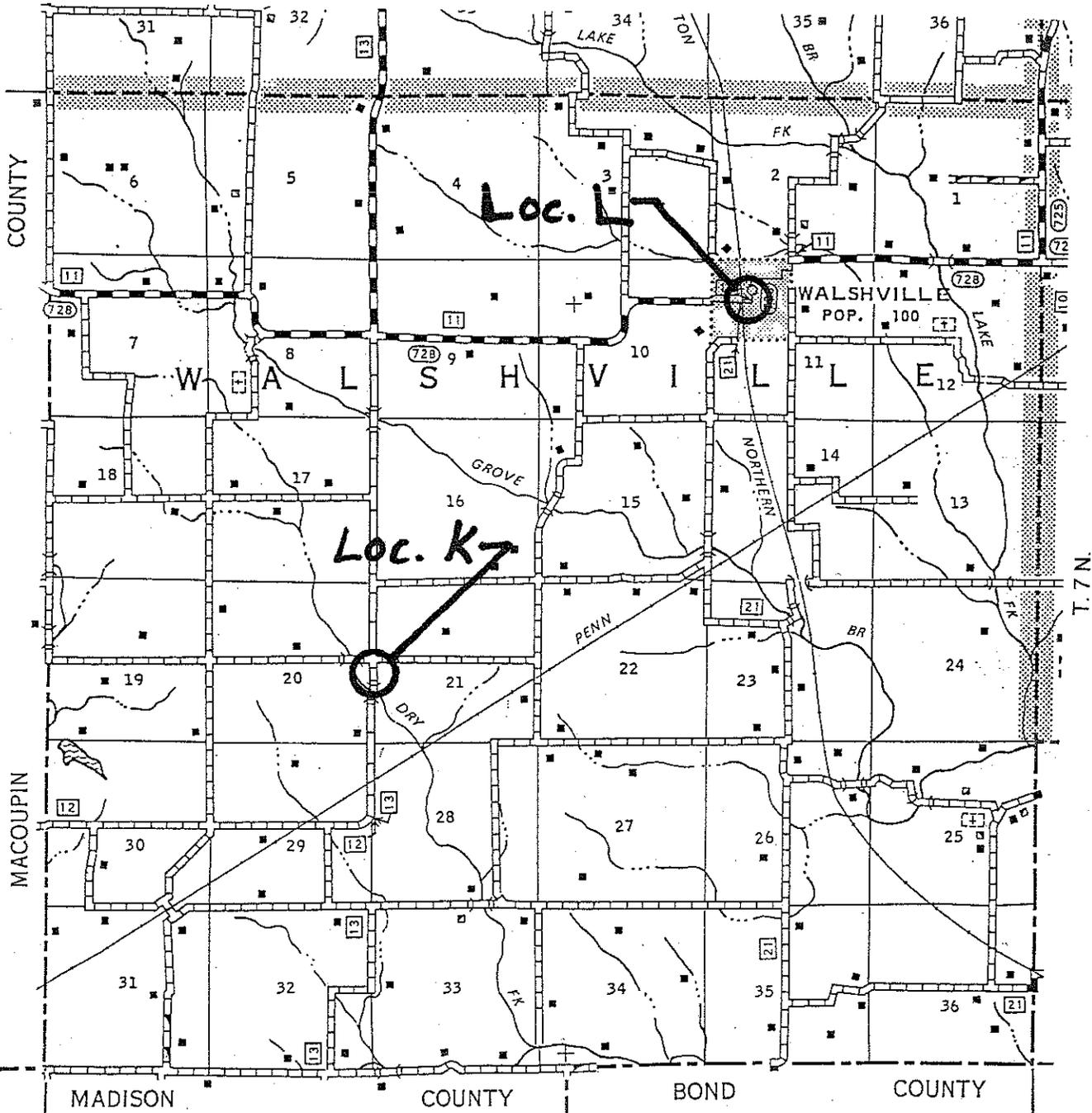


NORTH LITCHFIELD R. D.
R. 5 W., T. 9 N.



WALSHVILLE R. D.
R. 5 W., T. 7 N.

R. 5 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 02-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

WHEREAS, The Road District of 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 \$17,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

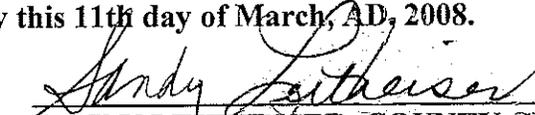
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	1054 B-CA, Loc. A Bertolino Avenue	See Attached Map	\$35,000.00

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.

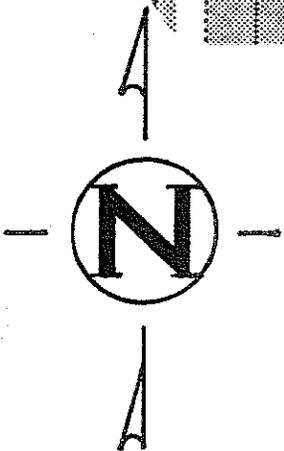
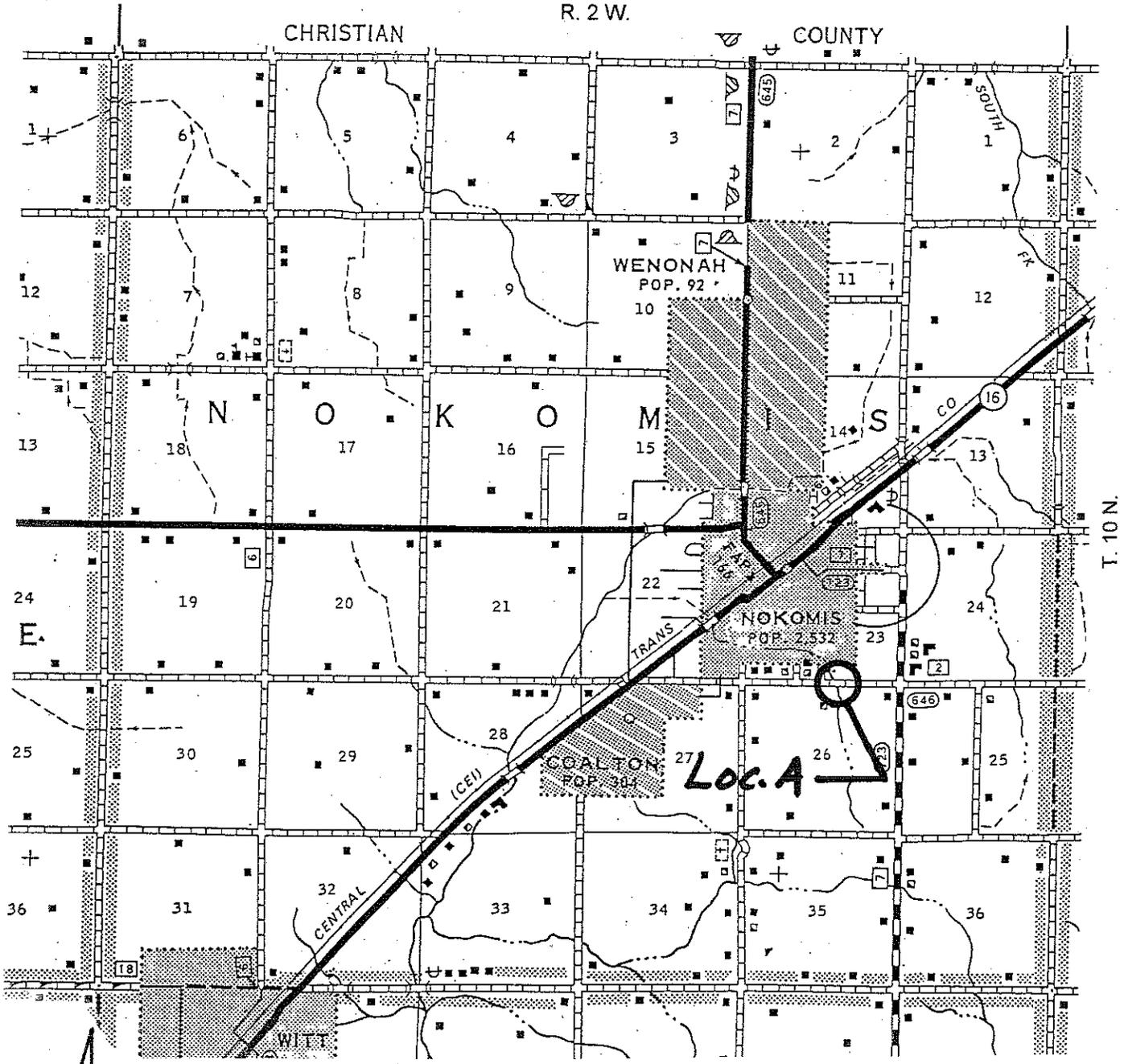
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Nokomis 50%

NOKOMIS R. D.
R. 2 W., T. 10 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 03-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

WHEREAS, The Road District of WALSHVILLE 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 WALSHVILLE of Montgomery County has agreed to pay an amount of \$2,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

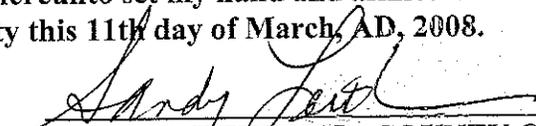
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	1055 B-CA, Loc. A N 2 nd Avenue	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 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 11th day of March, AD, 2008.

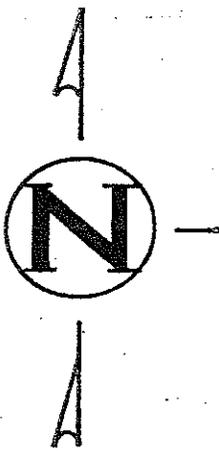
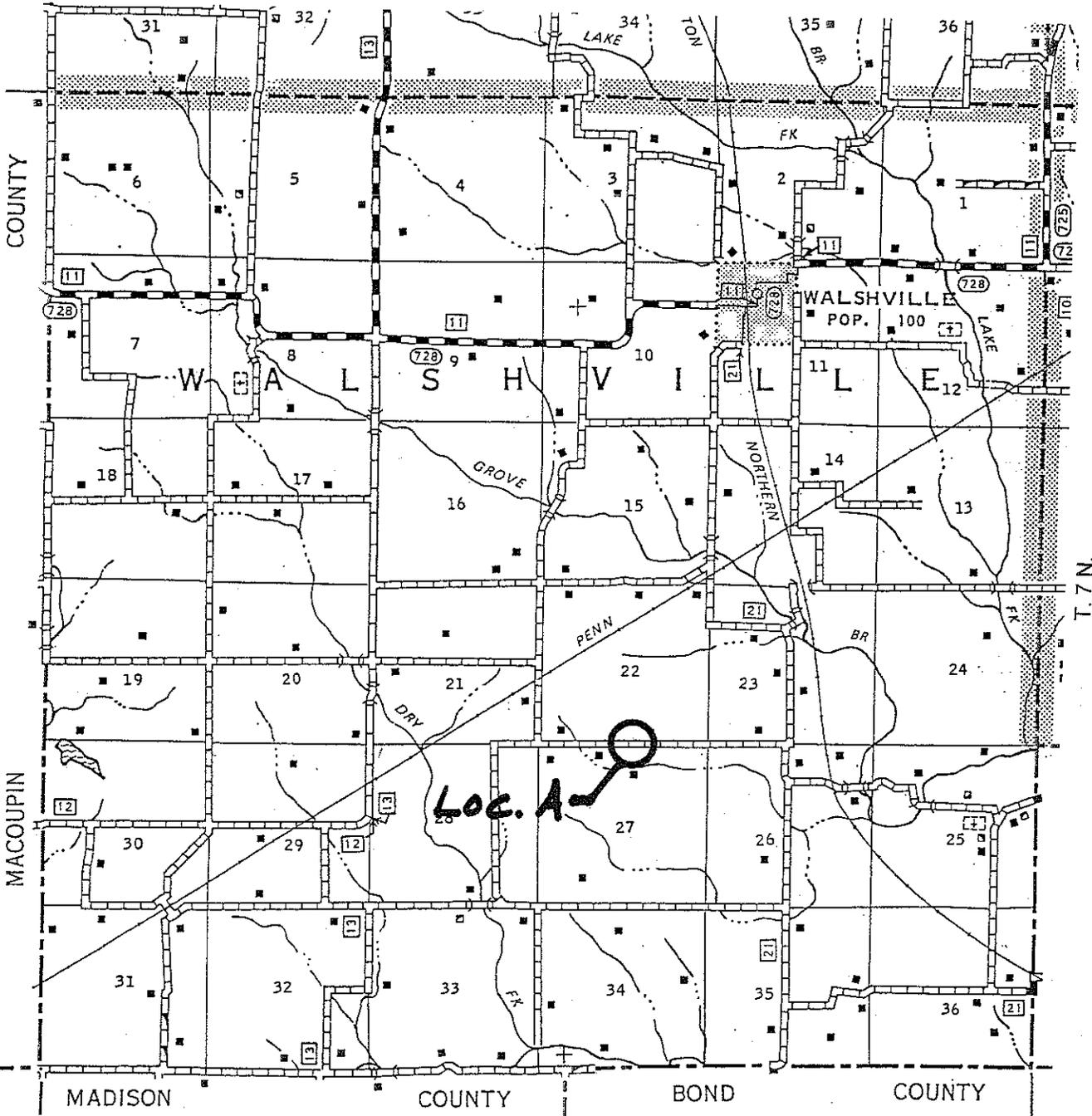
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Walshville 50%

WALSHVILLE R. D.
R. 5 W., T. 7 N.

R. 5 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

WHEREAS, The Road District of 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 Law of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

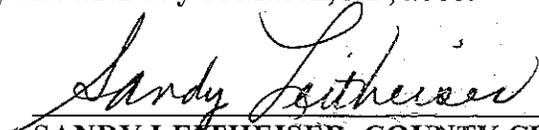
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	1056 B-CA,	See Attached Map Loc. A	\$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 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 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.

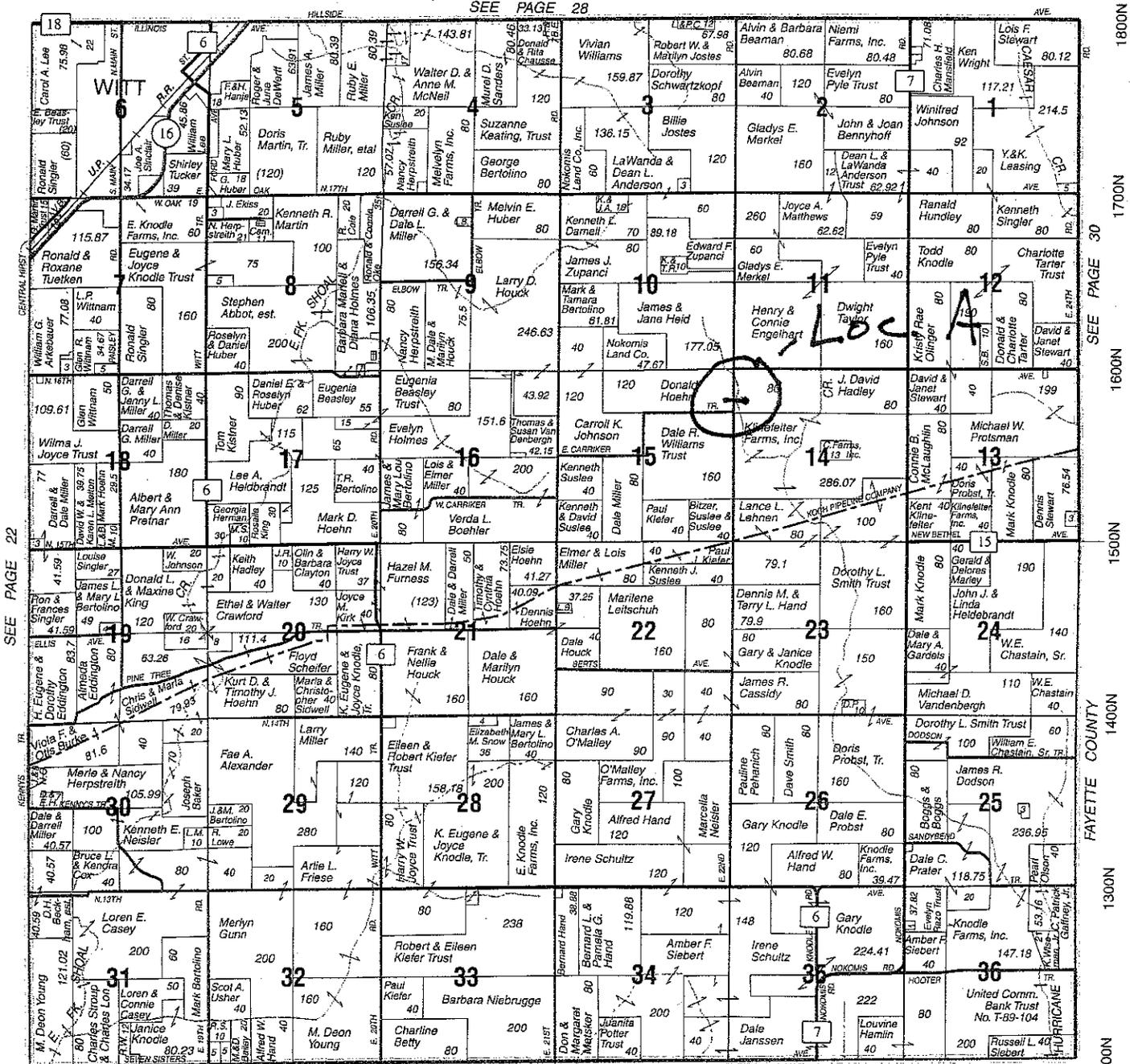

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Witt 50%

WITT

T.9N.-R.2W.

SEE PAGE 28



SEE PAGE 22

1800N
1700N
1600N
1500N
1400N
1300N
1200N
SEE PAGE 30

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SEE PAGE 16

Montgomery County, IL

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

Security National Bank

Witt, Illinois 62094
 (217) 594-2221 or
 (800) 594-0242
 Fillmore, Illinois 62032
 (217) 538-2265



Irving, Illinois 62051
 (217) 533-4351
 Coffeen, Illinois 62017
 (217) 534-2351
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MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 05-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

WHEREAS, The Road District of FILLMORE 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 FILLMORE of Montgomery County has agreed to pay an amount of \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

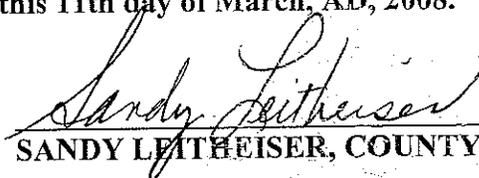
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	1057 B-CA,	See Attached Map Loc. A	\$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 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 11th day of March, AD, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of March, AD, 2008.


SANDY LEITHEISER, COUNTY CLERK

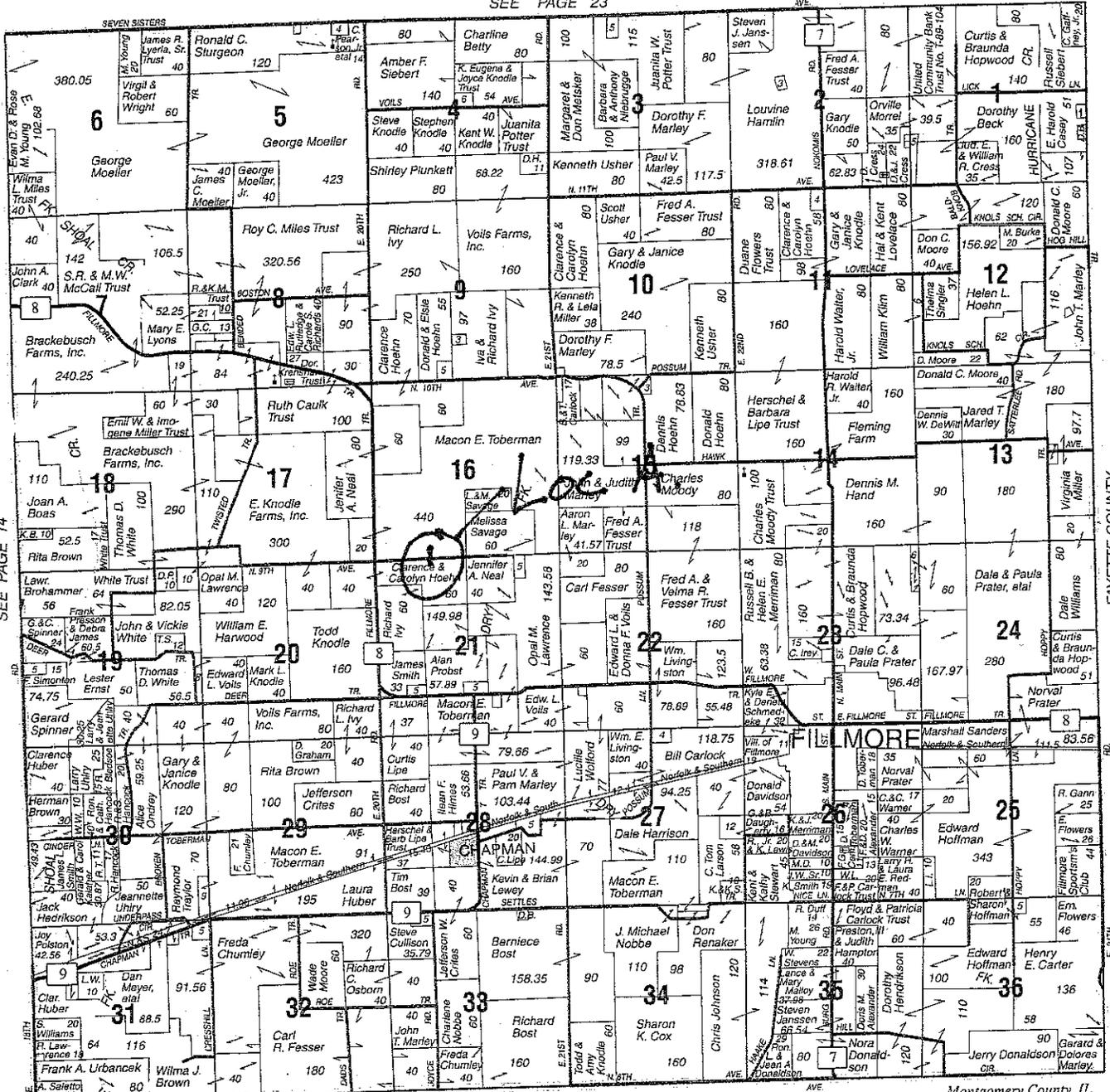
COST BREAKDOWN:
Montgomery County 50%
Fillmore 50%

FILLMORE

T.8N.-R.2W.

SEE PAGE 23

1200N
1100N
900N
800N
600N



SEE PAGE 14

SEE PAGE 9

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

FAYETTE COUNTY

Montgomery County, IL



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Illinois Department of Transportation

Resolution Establishing a Class II or Class III Designated Truck Route

Mont. Co. Highway Dept. Res.#06-08

WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code"; and

WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Local Agency, MONTGOMERY COUNTY, is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds:

NOW THEREFORE, BE IT RESOLVED, that the portions of C.H.#17, FAS Route 732, Section 07-00125-01-RS beginning at the intersection of IL Central RR and extending East for 0.953 miles be designated as a [] Class II or [X] Class III Truck Route.

Ayes: 20
Nays: 0
Absent: 1

Name: Mike Plunkett
Title: Montgomery County Board Chairman
Signature: [Handwritten Signature]

STATE OF ILLINOIS)
) ss
COUNTY OF MONTGOMERY)

I, Sandy Leitheiser, Clerk, in and for the Local Agency and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Local Agency, Montgomery County Board at their Adjourned Meeting held on 03/11/08

Witness my hand and seal of the Local Agency, MONTGOMERY COUNTY on this 11th day of March, A.D. 2008

[Handwritten Signature: Sandy Leitheiser]
Sandy Leitheiser, Clerk

(SEAL)

RESOLUTION # 08-03

WHEREAS, the County Jail Act, 730 ILCS 125/17, requires the County to reimburse any hospital, physician or any other agency which provides medical services to detainees of the Montgomery County Jail,

WHEREAS, Public Act 89-0654 amended the aforesaid County Jail Act to grant the County Board, via a Board resolution, authority to provide for such reimbursements at the Department of Public Aid's rate for medical assistance; and

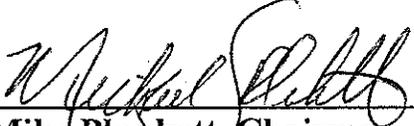
WHEREAS, these rates are normally less than the usual and customary rates charged for such services; and

WHEREAS, reimbursements at the Department of Public Aid rate will represent a significant cost savings to Montgomery County; and

WHEREAS, the Sheriff of Montgomery requests the County Board of Montgomery County adopt this resolution to provide reimbursements for medical services at the Department of Public Aid's rates for medical assistance for services provided to the detainees of the Montgomery County Jail, with said rates to be determined by the Sheriff in consultation with the Illinois Department of Public Aid.

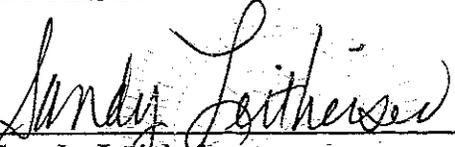
Passed and Approved this 11th day of March, 2008.

APPROVED:



Mike Plunkett, Chairman
Montgomery County Board

ATTEST:

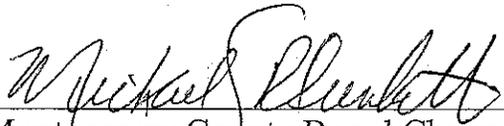


Sandy Leitheiser
Montgomery County Clerk

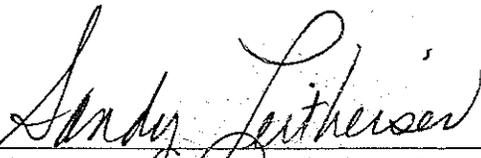
RESOLUTION # 08 - 04RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2006-2007 ON PROPERTY ID #13-000-530-00

WHEREAS there has been presented to this Board a bill due on Property #13-000-530-00, which describes a parcel in Raymond Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2006 payable 2007 be voided.

Approved by the Montgomery County Board
on the 11th day of March 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

Montgomery County Treasurer/Collector, Ron Jenkins
Montgomery County Trustee, Dennis Ballinger
Montgomery County Clerk & Recorder, Sandy Leitheiser
Montgomery County Chief Assessment Officer, Julia Kiefer

RESOLUTION # 08-05**RESOLUTION
TO SUPPORT THE TRANSFERRING OF FUNDS ALLOTTED
TO SOIL AND WATER CONSERVATION DISTRICTS**

WHEREAS: Illinois' Soil and Water Conservation districts are local units of government authorized by Illinois State Statute, and;

WHEREAS: Each of the 98 Soil and Water Conservation Districts was duly created by local referendum, and;

WHEREAS: The United States Department of Agriculture/Natural Resources Conservation Service (NRCS) provides technical assistance through local conservation districts to land users, communities, watershed groups, Federal and State agencies, other partners, and customers through a Memorandum of Understanding, and;

WHEREAS: Soil and Water Conservation Districts were not given taxing authority but were intended to be funded by appropriations made by the Illinois General Assembly, and;

WHEREAS: Soil and Water Conservation Districts provide an invaluable service by coordinating assistance from all available sources, public, private, local, state and federal in an effort to develop locally driven solutions to natural resources concerns, and;

WHEREAS: Soil and Water Conservation Districts provide services that benefit all citizens of Illinois and the Illinois economy by implementing conservation practices and measures that keep soil on fields, lawns and development sites and out of water bodies, and;

WHEREAS: Soil and Water Conservation Districts conserve and restore wetlands which purify water, provide habitat for fish, birds and wildlife, protect groundwater resources, and;

WHEREAS: Soil and Water Conservation Districts assist developers and homeowners in managing the land in an environmentally sensitive manner, and;

WHEREAS: Soil and Water Conservation Districts reach out to schools, communities and individuals to demonstrate and teach the value of natural resources, and;

WHEREAS: Soil and Water Conservation Districts hold and maintain permanent conservation easements for the Conservation Reserve Enhancement Program, property that has been bequeathed to them and other covenants and titles to lands that are to remain in a protected state in perpetuity, and;

WHEREAS: Soil and Water Conservation Districts assist counties, municipalities, watershed groups, organizations, State agencies, federal agencies, corporations and individuals with planning, installation and implementation of plans and practices that benefit society and protect fragile and valuable natural resources, and;

WHEREAS: Soil and Water Conservation Districts cannot retain staff or maintain an office without funds that are appropriated by the Illinois General Assembly and approved by the Governor of the State of Illinois, and;

WHEREAS: as of this date, Illinois' Soil and Water Conservation Districts have received none of the state funds allocated for soil and water conservation for the current fiscal year;

THEREFORE BE IT RESOLVED: that the Montgomery County Board hereby respectfully request that the Governor authorize the full and immediate release of the \$7.5 million appropriation included in the FY 08 budget for grants to Soil and Water Conservation Districts for Administrative, Technical and other personnel, for education and promotional assistance, and for expenses of Soil and Water Conservation District Boards and administrative expenses and approximately \$6 million included in the FY 08 budget from the Conservation 2000 Fund or its successor fund, the Partners in Conservation Fund for the Conservation 2000 Program to implement agricultural resource enhancement programs for Illinois' natural resources, including operational expenses.

PASSED; this 11th, day of March 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

MONTGOMERY COUNTY**USED EQUIPMENT PURCHASING ORDINANCE****ORDINANCE NUMBER** 08-06

Be it ordained by the County Board of the County of Montgomery, Illinois as follows:

Purpose:

This ordinance is enacted pursuant to the purchasing powers granted to this County by Chapter 55 of the Illinois Compiled Statutes 5/5-1014 and 5/5-1022. The underlying purpose and policies of this ordinance are to manage the procurement process of used equipment or materials costing in excess of \$20,000 which are not suitable to competitive bidding procedures as allowed by sub-paragraph (c) of 5/5-1022.

Definitions:

Used Equipment or Materials – Used equipment or materials determined by the Montgomery County Board on a case by case basis to be a bona fide used item which by its very nature is not suitable to competitive bids.

Procedure:

A resolution stating that the equipment or material is a bona fide used item must be approved by the Montgomery County Board prior to purchase.

Effective Date:

This ordinance shall be in full force and effect from and after its passage, as required by law.

Passed by the county board of Montgomery, Illinois, this 8th day of April, 2008.

Sandy Leithuser
County Clerk

Montgomery County Board
Resolution 08 -07
Designating North Road in Hillsboro, IL as
Cpl. Ryan J. Buckley Memorial Road

WHEREAS, It is one of the privileges of the Montgomery County Board to pay due honor and respect to persons who devote their lives to the protection and service to the United States of America through Military Service; and

WHEREAS, Ryan J. Buckley of Hillsboro, Illinois and a member of the Army 101st Airborne's 2nd Battalion, 506th Infantry, 4th Brigade Combat Team was killed when an improvised explosive device detonated near his patrol in Baghdad, Iraq on Friday, June 23rd, 2006; and

WHEREAS, Corporal Buckley was 21 years of age at the time of his death and had served in the Army since March, 2004, less than a year after graduating from Hillsboro High School in Hillsboro, Illinois in 2003; and

WHEREAS, Corporal Buckley married his wife Tina and the two celebrated their one-year wedding anniversary on June 18th, 2006 and is also survived by his mother and stepfather, Sally and Russell Nation of Hillsboro, his father, Dennis Buckley of Hannibal, Missouri, his brother, Cody Buckley of Nokomis, his stepbrother, Aaron Nation of Smyrna, Delaware, and his stepsister, Danielle Nation of Hillsboro; and

WHEREAS, the North Road between Hillsboro, Illinois and the Nokomis/Raymond Blacktop Road (N. 21st Avenue) lies in Montgomery County, Illinois and is a road that was well traveled by Ryan J. Buckley when he lived in the nearby Lakewood Estates Subdivision for 12 years of his life; and

WHEREAS, Montgomery County officials and the Montgomery County Board wish to designate that portion of the North Road in Corporal Buckley's honor; therefore, be it

RESOLVED, BY THE MONTGOMERY COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that portion of the North Road in Montgomery County be designated the *Cpl. Ryan J. Buckley Memorial Road*; and be it further

RESOLVED, that the Montgomery County Highway Department is requested to erect, at a location designated by officials of Montgomery County, consistent with County and State regulations, a Roadside Memorial giving notice of the name.

Approved and adopted by the Montgomery County Board this 8th day of April, 2008.


Chairman

Attest: 
County Clerk

RESOLUTION #08- 08

RESOLUTION FOR PURSUIT OF THE PREPARATION OF
A NATURAL HAZARD MITIGATION PLAN

WHEREAS; Montgomery County, Illinois would like to obtain grant money through the Disaster Mitigation Act of 2000, as money is available for Planning and Projects that can reduce or eliminate the damages caused by Natural Hazards such as; rain, snow, wind, ice storms, floods, drought and earthquakes; and

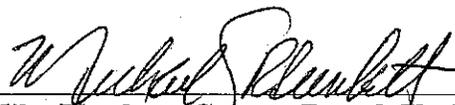
WHEREAS; Montgomery County, Illinois must prepare a Natural Hazard Mitigation Plan, before money can be released for projects; and

WHEREAS; this plan will include a listing of potential projects that can help reduce the damages caused by these storms; and

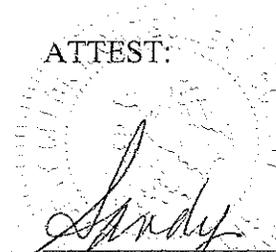
WHEREAS; Montgomery County will follow the next step in this process, which will be to prepare a grant application for the preparation of this plan.

NOW THEREFORE, BE IT RESOLVED; that the MONTGOMERY COUNTY BOARD does hereby pass this resolution to pursue the preparation of a Natural Hazard Mitigation Plan.

Passed this 8 th day of April, 2008.


Mike Plunkett, County Board Chairman

ATTEST:



Sandy Leitheiser, County Clerk and Recorder

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 08-08**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING STRUCTURE 068-3015 (E) ON WITT
TRAIL – C.H. #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 \$121,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

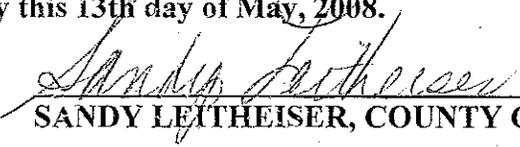
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1052 B-CA	See Attached Maps	\$121,000.00

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 May, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of May, 2008.


SANDY LEITHEISER, COUNTY CLERK

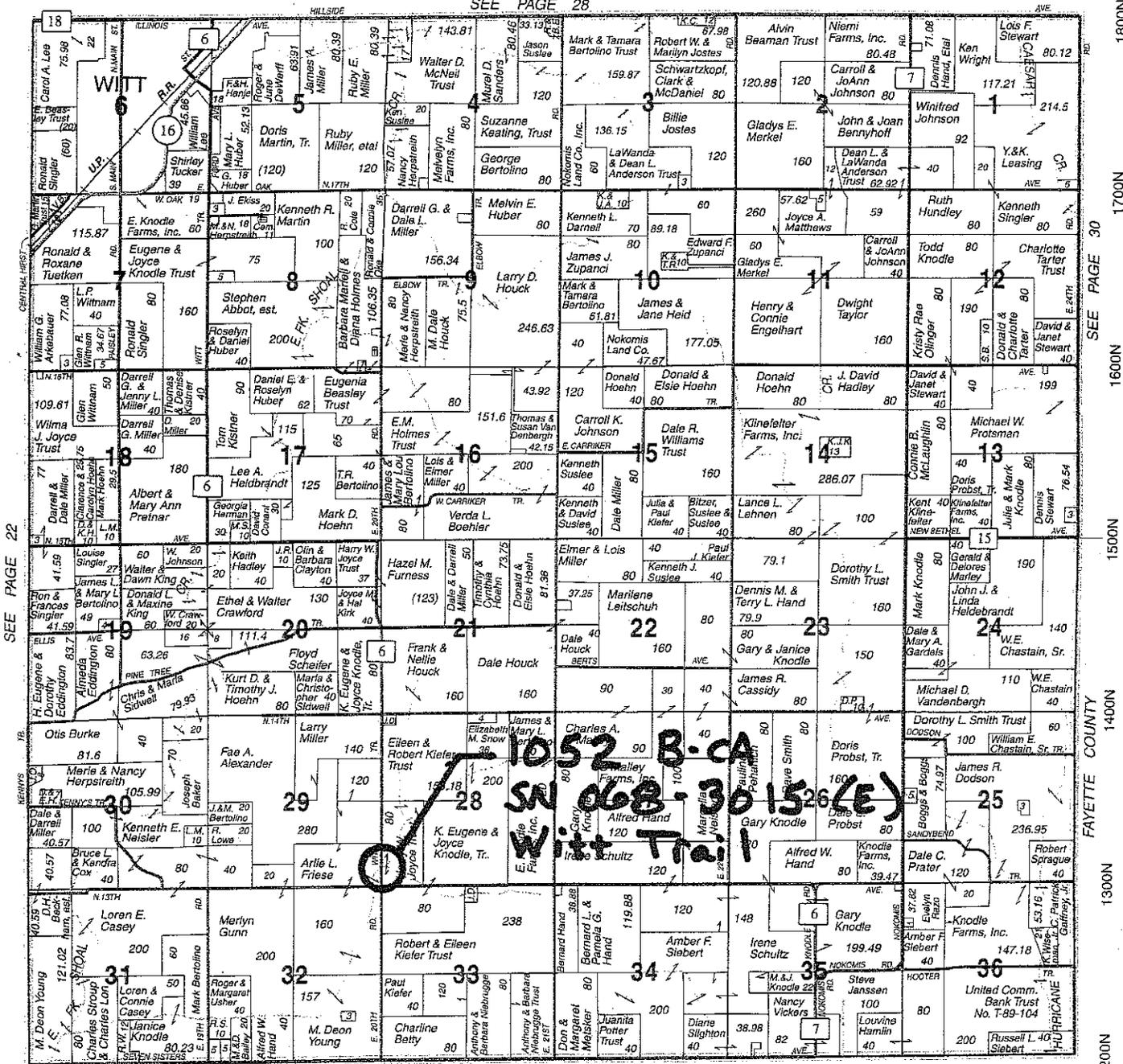
COST BREAKDOWN:

Montgomery County 100%

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

Security National Bank

Witt, Illinois 62094
 (217) 594-2221 or
 (800) 594-0242
 Fillmore, Illinois 62032
 (217) 538-2265



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



A SOUND INSTITUTION DEDICATED TO SERVICE



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 09-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$52,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

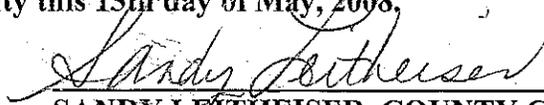
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE N 19 th Avenue	1058 B-CA, SN 068-5003 (E) SN 068-5050 (P)	See Attached Map	\$105,000.00

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 May, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of May, 2008.


SANDY LEITHEISER, COUNTY CLERK

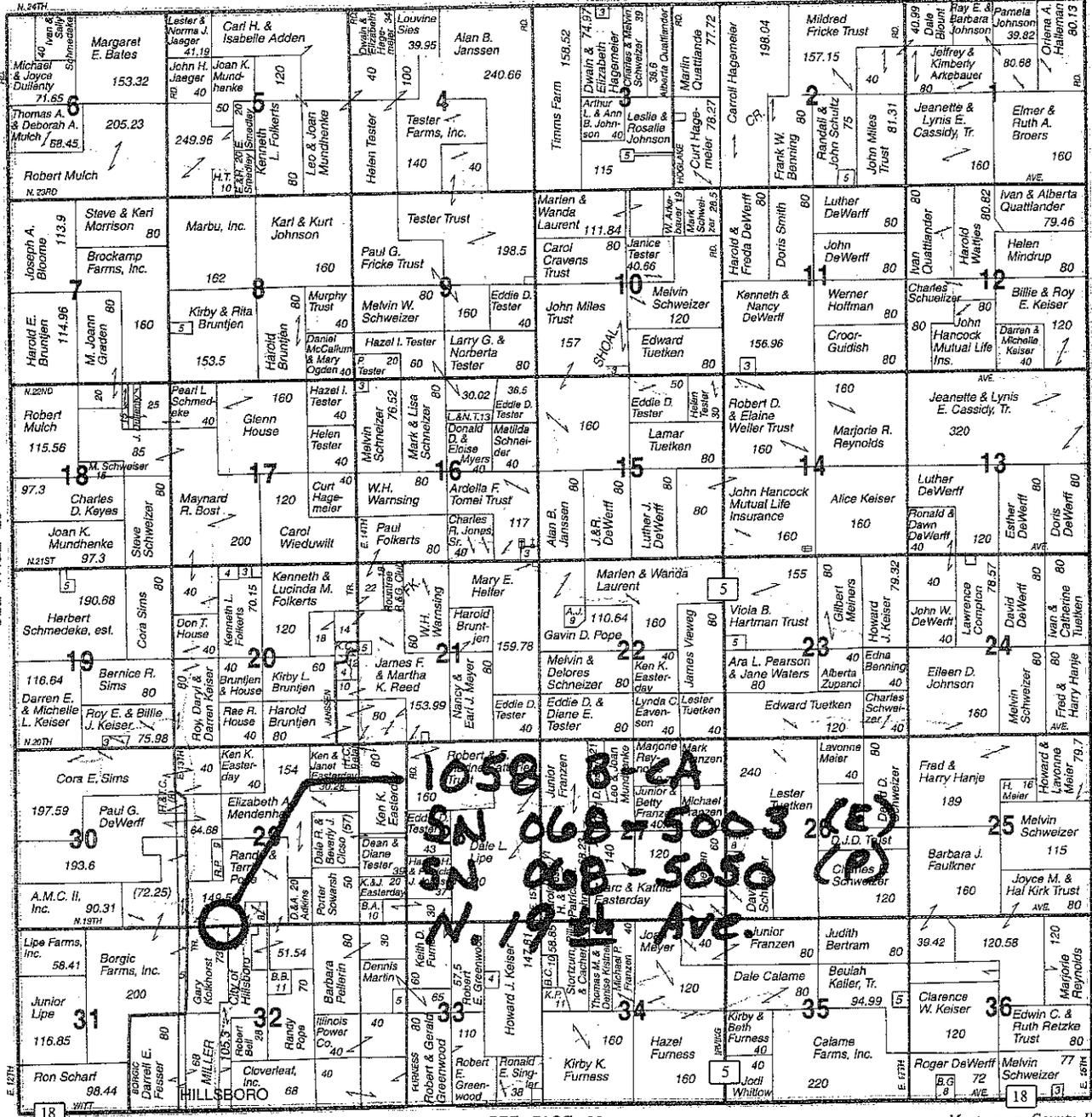
COST BREAKDOWN:
Montgomery County 50%
Rountree 50%

ROUNTREE

CHRISTIAN COUNTY

T.10N.-R.3W.

2400N
2300N
2200N
2100N
2000N
1900N
1800N



SEE PAGE 28

SEE PAGE 22

Montgomery County, IL

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1200E 1300E 1400E 1500E 1600E 1700E 1800E

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 10-08**

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

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

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

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$21,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

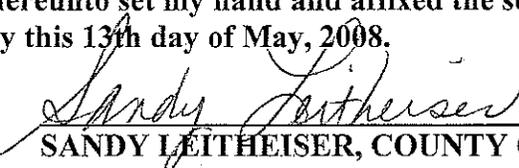
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
IRVING Garold Trail	1059 B-CA, No SN	See Attached Map	\$42,000.00

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 May, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of May, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Irving	50%

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Montgomery County	State Contract	Day Labor	Local Contract XXX	RR Force Account
	Section 08-00127-00-SG	Fund Type HRRR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-247-08					

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 Various Route Various Length N/A

Termini Countywide

Current Jurisdiction Each Local Agency (LA) is responsible for their respective jurisdiction Existing Structure No N/A

Project Description

This is a FY2008 Rural Local Agency Traffic Sign Upgrade Program project. Existing substandard regulatory and warning signs will be upgraded. Montgomery County and each respective municipality or road district will be responsible for installing all new signs within one year of the execution date of this agreement.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ _____		\$ _____		\$ _____		\$ _____

See Addendum 1 for specific Local Agency (LA) cost breakout.
 Funding for each Local Agency (LA) cannot exceed \$25,000

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 (80% of LA Obligation) _____
- METHOD B--- _____ Monthly Payments of _____
- METHOD C---LA's Share _____ 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)

THE 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 80% 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 80% 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 service 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-LLL, "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.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- BOOK 8 PAGE 72
- (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

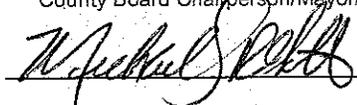
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

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

Name Mike Plunkett
 Title Montgomery County Board Chairman
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date May 13, 2008

TIN Number 37-600-1661

APPROVED

State of Illinois
 Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. 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.

STATE OF ILLINOIS

COUNTY OF MONTGOMERY

ORDINANCE NO. 08-09

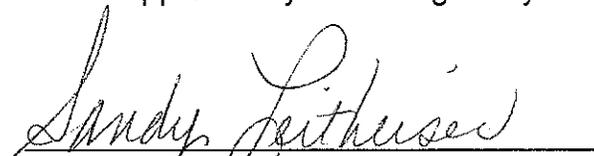
**AMENDING THE MARRIAGE LICENSE FEE
CHARGED BY THE MONTGOMERY COUNTY CLERK**

WHEREAS, the State of Illinois, through P.A. 95-0711, has enacted a \$5.00 surcharge to the Marriage License, payable by the Montgomery County Clerk to the State Treasurer on a monthly basis for deposit in the Domestic Violence Legal Assistance Trust Fund effective June 1, 2008, and

WHEREAS, The Montgomery County Board's current fees for the issuance of Marriage Licenses are established at \$40.00 each.

NOW, THEREFORE, BE IT RESOLVED that the Marriage License fee charged by the Montgomery County Clerk be increased to \$ \$45.00 each.

Approved by the Montgomery County Board on May 13, 2008.



Sandy Leitheiser
Clerk, County Board
Montgomery County, Illinois



Mike Plunkett
Chairman, County Board
Montgomery County, Illinois

AMEREN COFFEEN STATION SETTLEMENT AGREEMENT

This AGREEMENT is made this 13th, day of May, 2008 by and between:

Ameren Energy Generating Company, ("Ameren"), the owner of the real property which is subject matter of this Agreement; and

Ron Jenkins, Montgomery County Treasurer and Collector of Taxes; and

Montgomery County, East Fork Township & East Fork Road District, Lincoln Land Junior College, Hillsboro Community Unit School District, Hillsboro Ambulance District, CES Extension Service, MTA GRSV-WSVL-EFRK, and Coffeen Fire (each, a "Taxing District," and collectively, the "Taxing Districts"); and

The Montgomery County Supervisor of Assessments, the East Fork Township Assessor, the Multi-Township Assessor, and the Montgomery County Board of Review (collectively, the "Assessing Officials").

Each of the foregoing persons is a Party to this agreement (collectively, the "Parties").

Background

A. Ameren owns the Coffeen Power Station located in East Fork Township, Montgomery County, Illinois and described for tax purposes by the PINs shown on Exhibit A (the "Coffeen Station").

B. The Taxing Districts constitute all of the municipal entities with jurisdiction to levy property taxes against the Coffeen Station.

C. A dispute exists between Ameren and the Taxing Districts as to the proper assessed valuation of the real property of the Coffeen Station for the 2007 Assessment Year (the "2007 Dispute").

D. The parties desire to (i) settle the 2007 Dispute, (ii) establish the assessed value for the real property for Assessment Years 2007 through 2016, and (iii) recognize the real and personal property allocation of the Coffeen Station.

E. The Parties enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date this Agreement becomes effective, Article VII, Section 10(a) of the Illinois Const. Art. VII § 10(a), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992), the corporate authority of Ameren and all other applicable authority of the Assessing Officials, the Treasurer, and the Taxing Districts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth therein, and the undersigned agree as follows:

1. Ameren will appeal the 2007 assessments on the Coffeen Station by filing tax objections in the Circuit Court for Montgomery County (the "Tax Objections"). Upon adoption of this

Agreement by all parties and approval of the agreement by the Circuit Court, the parties will file stipulations dismissing the Tax Objections, confirming the 2007 assessments as set by the Board of Review, and approving this Agreement under the terms of Section 9-45 of the Property Tax Code. (35 ILCS 20019-5). None of the provisions of this Agreement shall be of any force or effect until this Agreement is executed by the parties and approved by the Circuit Court.

2. For 2007, the assessed value of Coffeen Station shall be \$39,637,818, which assessed value shall be increased or decreased by any state multiplier imposed on Montgomery County for 2007.

3. For the years 2008 through 2016, the equalized assessed values for the Coffeen Station after imposition of all multipliers shall be:

<u>ASSESSMENT YEAR</u>	<u>EQUALIZED ASSESSED VALUE</u>
2008	46,000,000
2009	51,000,000
2010	55,000,000
2011	56,000,000
2012	56,000,000
2013	56,000,000
2014	56,000,000
2015	56,000,000
2016	56,000,000

4. Neither Ameren nor the Taxing Districts shall request any local assessing official or body, including any Township, or Multi-Township Assessor, the Montgomery County Supervisor of Assessments, or the Montgomery County Board of Review to set an equalized assessed valuation on Coffeen Station in an amount other than that set forth above for the applicable assessment year. So long as the Board sets the equalized assessed valuation in the amount set forth above for the applicable assessment year, neither Ameren nor any Taxing District shall file any appeal with the Board of Review or the Property Tax Appeal Board of the State of Illinois (PTAB) or seek any judicial or administrative review therefrom.

5. The equalized assessed valuations set forth above shall not be increased because of any new construction, replacements, additions, or other improvements to the generating station.

6. The equalized assessed valuations set forth above shall not be decreased except in the following circumstances:

- (a) Physical destruction. The Coffeen Station generates electric power through two units: Unit I with an installed capacity of 340 Megawatts, and Unit 2, with an installed capacity of 560 Megawatts. For the purposes of this paragraph, the assessed valuation of the Coffeen Station will be allocated between the units based upon each unit's installed capacity. If an unforeseen event such as a fire or natural disaster renders either or both units at inoperable for over 6 months in any one year, then the unit or units' improvement assessment for that year shall be reduced by a

fraction, the numerator of which shall be the number of days the unit is inoperable in that year and the denominator shall be 365. Regularly scheduled maintenance is not an "unforeseen event" which would trigger the assessment reduction specified in this paragraph. Notwithstanding anything within this Paragraph 6(a), the allocation of property classified as real property or personal property shall be governed by Paragraph 7 of this Agreement.

(b) Permanent closure. If the generating station is scheduled for decommissioning or disassembly, the agreement will terminate on the date of the scheduled decommissioning or disassembly.

7. The parties agree that, in accordance with the pre-1979 assessment practices and policies in Montgomery County, 40% of the construction at the generating station consists of personal property, and 60% of the construction at the generating station consists of real property.

8. Neither the assessed values, nor the percentages of property classified as real or personal property to in this agreement is automatically binding for assessments in 2017 or thereafter; provided, however, that either party may introduce this Agreement in any subsequent administrative or judicial proceeding in which the allocation of real and personal property at the Coffeen Station is at issue.

9. The Coffeen Station is located in an enterprise zone; however the enterprise zone will not change the assessments specified in this Agreement.

10. It is the intent of the parties that the equalized assessed values set forth in Paragraph 3 above will be the final assessment after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Assessing Officials would result in an equalized assessed value which differs from the amount specified in this Agreement, the parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificates of error) prior to the due date of tax payments. If such efforts do not remove the effect of any such multiplier, the assessed value for the subsequent year, including the assessed value for 2017 if appropriate, shall be adjusted, either higher or lower, to compensate for the error in the previous year. Thereafter, the provisions set forth in this Agreement shall continue to be followed.

11. For any assessment year the Coffeen Station is assessed at a value other than as set forth in Paragraph 3 for the particular assessment year, Ameren and the Taxing Districts shall have the right to seek specific performance to enforce the terms of this Agreement. In the event an action for Specific Performance is brought, the undersigned parties waive the claim or defense that the moving party has an adequate remedy at law.

12. This Agreement does not cover pollution control facilities at the Coffeen Station that are assessed by the State of Illinois.

13. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute one and the same document.

14. No amendment, modification, restatements, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this Agreement shall be effective unless the same

shall be in writing and signed on behalf of each of the Parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

15. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

AMEREN ENERGY GENERATING COMPANY

MONTGOMERY COUNTY

By: _____

By: *Michael Plunkett*

Its: _____

Its Chairman: *Carl Brad Chair*
Mike Plunkett

EAST FORK TOWNSHIP

LINCOLN LAND JUNIOR COLLEGE

By: _____

By: _____

Its: _____

Its: _____

HILLSBORO COMMUNITY UNIT SCHOOL DISTRICT

COFFEEN FIRE

By: _____

By: _____

Its: _____

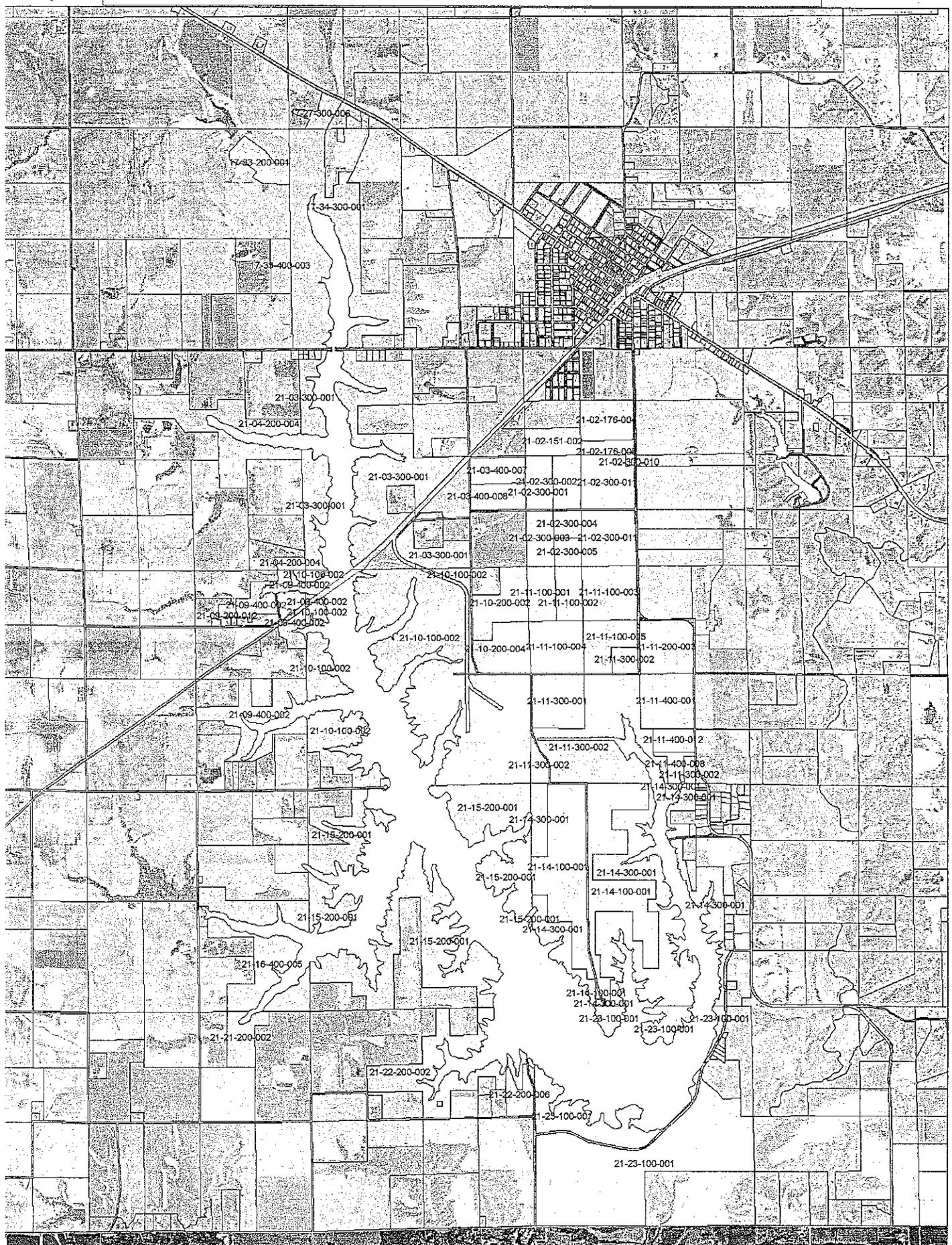
Its: _____

MULTI TOWNSHIP ASSESSOR

By: _____

Its: _____

AMEREN PROPERTY COFFEEN POWER PLANT AREA



****ESTIMATED*** AMEREN Power Plant Appraisal -- Tax Results 3-28-08 "DRAFT"**

Tax Year	Proposed Assessed Value	Total Taxes for 2006 Tax Rate @ 6.99916%	County Tax Rate .94116%	East Fork Twp Tax Rate .13574	Hillsboro School Tax Rate 4.68438	Lincoln Land Collage Tax Rate .45946%	Coffeen Fire Tax Rate .34966%	Hillsboro Ambulance Tax Rate .11833%	East Fork Road Tax Rate .24716%	CES Extension Tax Rate .04488%	MTA GRSH-WSVL-EF Tax Rate .01839%
2007	\$39,600,000	\$2,771,667.36	\$372,699.36	\$53,753.04	\$1,855,014.48	\$181,946.16	\$138,465.36	\$46,858.68	\$97,875.36	\$17,772.48	\$7,282.44
2008	\$46,000,000	\$3,219,613.60	\$432,933.60	\$62,440.40	\$2,154,814.80	\$211,351.60	\$160,843.60	\$54,431.80	\$113,693.60	\$20,644.80	\$8,459.40
2009	\$51,000,000	\$3,569,571.60	\$479,991.60	\$69,227.40	\$2,389,033.80	\$234,324.60	\$178,326.60	\$60,348.30	\$126,051.60	\$22,888.80	\$9,378.90
2010	\$55,000,000	\$3,849,538.00	\$517,638.00	\$74,657.00	\$2,576,409.00	\$252,703.00	\$192,313.00	\$65,081.50	\$135,938.00	\$24,684.00	\$10,114.50
2011	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2012	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2013	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2014	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2015	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2016	\$56,000,000	\$3,919,529.60	\$527,049.60	\$76,014.40	\$2,623,252.80	\$257,297.60	\$195,809.60	\$66,264.80	\$138,409.60	\$25,132.80	\$10,298.40
2017	New Assessment										
Taxing Body		2006 Rate	Current Taxes	Increase tax 2008	Increase tax 2009	Increase tax 2010	Increase tax 2011				
County Tax Rate		0.94116%	\$372,699.36	\$60,234.24	\$107,292.24	\$144,938.64	\$154,350.24				
East Fork Twp		0.13574%	\$53,753.04	\$8,697.36	\$15,474.36	\$20,903.96	\$22,261.36				
Hillsboro Schools		4.68438%	\$1,855,014.48	\$299,800.32	\$534,019.32	\$721,394.52	\$768,238.32				
Lincoln Land Col		0.45946%	\$181,946.16	\$29,405.44	\$52,378.44	\$70,756.84	\$75,351.44				
Coffeen Fire		0.34966%	\$138,465.36	\$22,378.24	\$39,861.24	\$53,847.64	\$57,344.24				
Hillsboro Ambul		0.11833%	\$46,858.68	\$7,573.12	\$13,489.62	\$18,222.82	\$19,406.12				
East Fork Road		0.24716%	\$97,875.36	\$15,818.24	\$28,176.24	\$38,062.64	\$40,534.24				
CES Ext. Serv.		0.04488%	\$17,752.48	\$2,872.32	\$5,116.32	\$6,911.52	\$7,360.32				
MTA GRSH WSVL		0.01839%	\$7,282.44	\$1,176.96	\$2,096.46	\$2,832.06	\$3,015.96				
		TOTAL	\$2,771,647.36				\$1,147,862.24				

FILED
MAY 14 2008

PREAMBLE

Sandra Leitheiser COUNTY CLERK

Pursuant to the Illinois Property Tax Code Section 21-90, Montgomery County may appoint an Agent to attend the Annual Tax Sale of Delinquent Property and in the absence of other bidders, bid on the County's behalf. It is the overall conviction of the County Board of Montgomery County that such appointment and the continuation of a Delinquent Tax Program will further two specific goals of the County and the several taxing districts within the County:

- (1) to recover 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 Illinois Property Tax Code, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

The Agent, Dennis D. Ballinger, understands the County's purpose for entering into this Agreement and acknowledges that the re-appointment of the Agent pursuant to the Property Tax Code places the Agent in a position of representing the County of Montgomery to the public, insofar as the operation of the Delinquent Tax Program is concerned. The Agent further acknowledges that the services to be rendered by it, its officers and employees, are uniquely created and described in the Property Tax Code and that these services are intended to inure to the benefit of the public of Montgomery County. As such, both parties believe that the Agent's position shall be in the nature of service to the public and that the Agent must at all times abide by the general principles guiding a fiduciary in the public employ.

The County and the Agent recognize that the operation of the Delinquent Tax Program is a complex matter difficult of precise description and that from time to time the Agent may be required to take action not specifically covered in detail in the body of the Agreement. It is the intention of the parties in setting forth this Preamble, that at such times, the Agent will make the necessary decisions and act only in pursuit of the goals and intentions as hereinabove stated by the parties.

AGREEMENT

This Agreement is entered into by and between the COUNTY OF MONTGOMERY, ILLINOIS, hereinafter referred to as the COUNTY and, Dennis D. Ballinger, hereinafter referred to as the Agent. Pursuant to a resolution passed by the County Board of Montgomery County, Illinois, at their regular meeting held on 5/13/, 2008, the COUNTY and the AGENT hereby agree:

A. Appointment and Duties of Agent

Pursuant to Section 21-90 of the Illinois Property Tax Code (35ILCS 200/21-90), Dennis D. Ballinger, shall be re-appointed the AGENT of the Montgomery County Board, who is acting as Trustee for all taxing districts, to attend the Annual Tax Sale and bid the full amount of taxes and penalties on all tracts of land or lots in the absence of other bidders, in the name of MONTGOMERY COUNTY, TRUSTEE.

Dennis D. Ballinger agrees to continue to administer the Delinquent Tax Program of Montgomery County. Dennis D. Ballinger shall act as AGENT of the COUNTY for the purposes of securing redemptions, preparing all notices for mailing, assisting in the preparation and filing of petitions, applications and orders for tax deed, locating parties of interest, inspecting properties, preparing notices for service under the authorization of the Sheriff, and assisting in all other procedures necessary for obtaining tax deeds and conveying property so acquired. The AGENT shall diligently pursue a continuous program of collection in the name of COUNTY. The AGENT will file extensions of the period of redemption and petition for Tax Deeds as necessary and required or as directed by the County Board of Montgomery County or the Finance

Committee of said County Board. The AGENT shall furnish appropriate signs and post the same on each parcel so acquired.

On property to which a tax deed is taken in the name of MONTGOMERY COUNTY, TRUSTEE, the agent will take all steps necessary to manage and operate the property so acquired, with the advice and consent of the Finance Committee. The AGENT may, with the advice and consent of the Finance Committee, collect rents on appropriate parcels of property. All monies collected will be deposited on or before the fifth following business day into the Escrow account described below.

At least once every year, unless waived by the Finance Committee, the AGENT shall conduct an auction sale of all property on which tax deeds have been taken in the name of MONTGOMERY COUNTY, TRUSTEE and on which an interest has been expressed. The AGENT shall, at his expense, answer all inquires relating to said properties, set up and furnish sale brochures and distribute same and pursue diligently any action which will procure the rapid disposal of property at auction sale. After each auction sale the AGENT shall diligently pursue all reasonable tasks and aid in obtaining all information necessary for final complete transfer of property.

The AGENT shall furnish full information to the County and the Finance Committee and shall work with them in establishing minimum sale prices, rules of sales, and general accountability. The County reserves the right to direct the Agent not to purchase certain parcels of real property at the county's annual tax sale. The AGENT shall assist the State's Attorney in periodically pursuing marketable title to items that prove uninsurable. All required actions will be pursued in the name of MONTGOMERY COUNTY, TRUSTEE, and any notices, summons

or other papers which may not legally be served by the Agent will be served by the Sheriff of Montgomery County. The expense of the Quiet Title Suit will be paid from the revolving account described below, unless the suit is made necessary by intentional misconduct on the part of Agent or anyone in his employ, in which case the cost shall be borne by the Agent.

The Agent shall maintain an office and shall conduct all business and transactions pertaining to the Delinquent Tax Program of Montgomery County from such office or from the County Courthouse of Montgomery County. All office business expenses, office supply expenses, salaries of employees, and automobile expenses shall be paid solely by the Agent. The Agent or a representative of the Agent shall be present in the County Courthouse as required by the Finance Committee but such presence shall not be required to exceed two (2) hours per week.

All files maintained by the Agent shall remain in the office of the agent. All such files and all papers, documents, letters, and memoranda contained therein or pertaining thereto shall remain the property of the County and, the COUNTY shall have full access to the files at all times, and may, upon demand, take immediate possession thereof.

The Agent shall post a surety bond in favor of the County, in the amount of Ten Thousand Dollars (\$10,000.00) for the term of this Agreement, ensuring the Agent's performance under this agreement. A copy of the bond shall be filed with the County Clerk of Montgomery County.

B. Compensation of Agent.

1. In cases of redemptions and Finance Committee Approved assignment(s) of tax certificates, the AGENT shall be paid the maximum amount of penalties and fees as provided within the Property Tax Code. Additionally, the AGENT shall be entitled to an assignment fee

of One-Hundred Dollars (\$100.00) per assigned certificate if assignment is made prior to a Petition for Tax Deed being filed. Subsequent to a Petition having been filed, the assignment fee shall be negotiated between AGENT and party requesting to purchase certificate assignment.

2. Where the COUNTY has taken a tax deed, upon the conveyance of the property to a new owner at a public auction sale, the AGENT shall receive a minimum of \$250.00 or 50 percent of the purchase price, whichever is greater.

3. Where the COUNTY has taken a tax deed and the AGENT has collected rents on the property prior to its sale, the AGENT shall receive, in addition, 50 percent of all rents collected and deposited into the Escrow Account.

4. With the approval of the Finance Committee, the AGENT shall be authorized to accept time payments from redeeming or purchasing parties and the AGENT is authorized to charge the redeeming or purchasing parties for time payment accounts. Such time payment charge shall not exceed the maximum rate allowed by law and in no case shall it exceed \$30.00 per month.

Where a redeeming or purchasing party defaults on a time payment contract, the AGENT shall receive his fees as computed above but reduced to the same ratio as the uncollected amount is to the total amount due.

5. The AGENT may reconvey property to a previous party of interest only with the express consent of the Finance Committee. Where such conveyance is to be made, the consideration shall be no less than the full amount of delinquent taxes plus penalties, fees and interest plus expenses for taking deed, not to exceed Two Hundred Fifty Dollars (\$250.00). The compensation to the Agent upon completing such reconveyance shall be the full amount of

penalties and fees prescribed in Illinois Property Tax Code Section 21-355 plus the actual expenses in taking deed, not to exceed Two Hundred Fifty Dollars (\$250.00).

C. Mechanics of Operation

1. The COUNTY agrees to maintain a revolving account. The COUNTY TREASURER OF MONTGOMERY COUNTY shall draw from this account only the amount necessary for publication, certified mail, title searches, Sheriff Fees, Circuit Clerk and recording fees required in obtaining title and disposing of property thus acquired. The COUNTY TREASURER and AGENT shall keep a strict accounting of all expenses drawn on the revolving account and it shall be the duty of the TREASURER to report the status of said account at least monthly to the Finance Committee. The amount of expenses drawn from the revolving account will be reimbursed on a priority bases from the sale or redemption of each item of property.

2. An Escrow Account shall be maintained in any Montgomery County Bank authorized by the Montgomery County Board and shall be maintained jointly by the Agent and the Treasurer of Montgomery County. All money collected by, or coming into the hands of the Agent in any manner shall be deposited into the Escrow Account on or before the fifth following business day. This account shall be balanced monthly by the Agent and shall at all times be open to the County Board and any Auditor of the County of Montgomery for inspection.

3. The Certificates of Purchase acquired through this agreement shall be in the name of MONTGOMERY COUNTY TRUSTEE, and shall be deposited with the Treasurer of Montgomery County. Subsequent to redemption, the Treasurer shall forthwith release the Certificates of Purchase and deliver said certificates to the County Clerk of Montgomery County for cancellation. The County Clerk shall then issue to the Agent a check for the amount received

from the redeeming party, less redemption fee retained by County Clerk and posted fees which are reimbursed to the revolving account.

4. With the approval of the Finance Committee, the AGENT shall be authorized to enter into time payment contracts for the redemption of property. Such contracts shall be between the redeeming party and MONTGOMERY COUNTY, TRUSTEE and the AGENT shall have authority to sign on behalf of MONTGOMERY COUNTY, TRUSTEE. The duration of each contract for redemption shall be for a six month period with payments made on a monthly basis. The AGENT may extend the contract for an additional six month period but such extension shall be approved in advance by the Finance Committee in writing. The AGENT shall receive the payments from the redeeming party and shall post the payment to the joint Escrow Account.

Upon completion of a contract for redemption, the following procedure will be followed by the parties.

- a. One check shall be drawn on the Escrow Account payable to the County Clerk of Montgomery County for the full amount necessary to redeem. Also, when applicable, one check shall be drawn on the account payable to the Agent for the amount of time payment charges collected by the Agent. Both the Treasurer of Montgomery County and the Agent shall co-sign the check.
- b. The AGENT shall requisition the Certificate of Purchase from the Treasurer and shall pay the face amount of the Certificate of Purchase plus all subsequent taxes applied, as required by the Revenue act.
- c. The AGENT shall present the Certificate of Purchase so acquired to the

County Clerk of Montgomery County. The County Clerk shall issue a Certificate of Redemption to the redeeming party and the County Clerk shall deliver to the Agent a check for the full amount received from the Escrow Account. The AGENT shall then reimburse the revolving account.

5. On all property to which title has been taken in the name of MONTGOMERY COUNTY, TRUSTEE, the AGENT shall exercise diligent effort to sell such property at public auction sale. The AGENT shall conduct a public auction sale at least once annually unless with the advice and consent of the Finance Committee it is determined that such sale would not further the goals set forth in the Preamble of the Agreement. Unless specifically recommended by the Finance Committee and authorized by the County Board, no property may be sold except to the highest bidder at public auction.

6. With the approval of the Finance Committee, the AGENT is authorized to enter into time payment contracts with the purchaser of property from MONTGOMERY COUNTY, TRUSTEE. All such contracts shall be reported to the Finance Committee. The AGENT shall have the authority to sign for MONTGOMERY COUNTY TRUSTEE. The AGENT shall receive the payments from the purchasing party and shall deposit said payments into the Escrow Account. The duration of each contract for sale will be for a period of six months with payments made on a monthly basis. The AGENT shall have the authority to extend the contract for an additional six month period but such extension must be approved in advance by the Finance Committee in writing.

Upon completion of the contract to sell, the following checks will be drawn as needed on the Escrow Account, with the Treasurer of Montgomery County and the Agent co-signing all

checks.

a. One check will be made payable to the revolving account for the expenses advanced for obtaining title and for recording fees.

b. A second check will be made payable to the Agent for the fees to which it is entitled under the terms of the Agreement.

c. A third check will be made payable to the Treasurer of Montgomery County for the balance remaining from the sale of each piece of property and where applicable, rents collected prior to sale.

d. A fourth check will be drawn for Auctioneer fees when necessary.

e. A fifth check will be drawn for Recorder of Deed fees.

f. A sixth check will be drawn for the expenses of the County Clerk for cancellation of certificates.

The County Board of Montgomery County shall, by resolution, authorize a deed to be issued on all property sold by Montgomery County, Trustee. The AGENT with the advice and consent of the Finance Committee will prepare at least three copies of each resolution for presentation to the County Board. The check made payable to the Treasurer of Montgomery County shall be attached to the Treasurer's copy of the Resolution, the check made payable to the Agent shall be attached to the Agent's copy and the check drawn for reimbursement of the revolving account shall be attached to the County Board's copy of the resolution. All three checks shall be presented simultaneously to the County Board by the AGENT prior to the County Board authorizing the issuance of a deed. Upon approval of the resolution, the Treasurer will surrender the Certificate of Purchase to the AGENT for cancellation as required and the AGENT

will prepare and deliver the deed to the County Board Chairman.

7. A time payment contract, whether for redemption or for sale of property that is 60 days delinquent shall be considered in default. Upon entering into a contract for time payments, the AGENT shall give the following notice in writing to the purchasing or redeeming party;

"This contract, if 60 days delinquent, shall be in default, and all money received by Montgomery County, Trustee, shall be treated as liquidated damages."

The AGENT shall give notice to the redeeming or purchasing party on all accounts 30 days delinquent. Said notice shall inform the delinquent party that he or she is 30 days delinquent and that he or she faces the possibility of losing all money paid if the account does not become current.

On all accounts 60 days delinquent, notice shall be sent by the AGENT by means of certified mail. Said notice shall inform the delinquent party that if the account does not become active within 15 days of receipt of certified mail, the account shall be considered defaulted and all money received on said contract shall be treated as liquidated damages.

Upon the determination that the contract has been defaulted, the revolving account shall first be reimbursed the amount of fees and expenses advanced from that account on the item. The AGENT shall receive from the money in the Escrow Account a pro rata share of the compensation which he would otherwise be entitled to under this Agreement as well as the normal service charge for handling the account. The remaining balance will be disbursed to the Treasurer of Montgomery County.

D. Conflict of Interest

Except as herein after provided, neither the Agent, nor anyone in his employment nor

anyone holding a subagent relationship to the Agent, nor anyone affiliated with the Agent will own or have any interest, directly or indirectly, legal or equitable, in real property in Montgomery County without the express approval of the County Board of Montgomery County. Neither the Agent nor any employed by the Agent or any relative or representative of the Agent, during the term of this agreement, shall possess or acquire any pecuniary interest directly, indirectly or beneficially, or by any derivative process, in any real estate tax delinquency or forfeiture in Montgomery County. The foregoing notwithstanding, however, the County recognizes that the Agent, his employees, agents or subagents, may, at the date of this Agreement have an interest in real property which would otherwise be in violation on Section IV, and such present interests shall not be deemed in violation hereof. The intent of Section IV is to prohibit the Agent, his employees, his agents or subagents, from hereafter obtaining interests in real property located in Montgomery County, Illinois, without the express approval of the Montgomery County Board. Pursuant to this Agreement, the Agent will provide to the Finance Committee a list of the interest which he currently has in real estate located in Montgomery County.

E. General Conditions of Agreement

1. Agent not an Employee of the County

It is mutually understood, agreed, and it is the intent of the parties that an independent contractor relationship be and hereby established under the terms and conditions of this Agreement. It is further understood, agreed and it is the intent of the parties that the employees of the Agent are not nor shall they be deemed employees of the County and the employees of the County are not nor shall they be deemed employees of the Agent. It is further understood, agreed and is the intent of the parties that the County has not created any type of County office through

the creation of this Delinquent Tax Collection Program. Nor shall the Agent be considered a public officer in performing his duties pursuant to this Agreement.

2. Assignment

The Agent and the County agree that this Agreement is one contemplating that personal services are to be rendered by the Agent and his employees, therefore neither party hereto may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

3. Written Notices

Any Written notices which may be required to be sent pursuant to this Agreement shall be addressed and sent as follows:

The County of Montgomery
Montgomery County Treasurer
Montgomery County Historic Courthouse
Hillsboro, Illinois 62049

The County of Montgomery
Montgomery County Clerk
Montgomery County Historic Courthouse
Hillsboro, Illinois 62049

Dennis D. Ballinger
Post Office Box 1452
Decatur, Illinois 62525

4. Maps and Copies

The COUNTY shall, without expense to AGENT, furnish AGENT with single copies (within reasonable cost) current tax maps and plat books for use by AGENT in identifying and locating tax delinquent parcels within the Program. The COUNTY shall, without expense to

AGENT, provide single copies (within reasonable cost) of recorded documents when ascertaining interested parties of tax delinquent parcels.

5. Term of Agreement

The term of this Agreement shall be in effect until May 31, 2012; however, either party has the right to terminate this Agreement by giving notice to the other One Hundred Twenty (120) days prior to the effective date of termination. Upon termination of this Agreement, the Agent shall receive from the money in the escrow account a pro rata share of the compensation which he would otherwise be entitled to under this Agreement and the normal service charges on money collected by him on all open accounts.

This Agreement entered into and signed at the Courthouse of Montgomery County, Illinois this 13th day of May, 2008.


AGENT
Dennis D. Ballinger


COUNTY OF MONTGOMERY by
Mike Plunkett, Chairman
Montgomery County Board

RESOLUTION 08 - 10**A RESOLUTION TO MANDATE SOURCE SEPERATED RECYCLING MATERIALS IN ALL MONTGOMERY COUNTY OFFICES, DEPARTMENTS AND BUILDINGS**

WHEREAS the Montgomery County Board is in need to adopt a Resolution that will ensure the recycling of any and all materials that are currently (and in the future) collected and processed by the Montgomery County Recycling Program. This resolution will require all Montgomery County Offices, Departments and Buildings that are directly and indirectly under the budgetary status of the Montgomery County Board to recycle all qualified materials, and

WHEREAS all materials collected by the Montgomery County Recycling Program, for processing, include the following;

- a. Cardboard
- b. Newspaper
- c. Magazines
- d. Office Paper
- e. Plastic (#1 thru #7)
- f. Aluminum cans
- g. Steel (Tin Cans), and

WHEREAS all the above mentioned recycling materials will be placed in a designated container in each office, removed from the point of collection and sorted by material type into designated recycling bins stored in a specified area of County buildings, and

WHEREAS the collection and sorting of the recycled materials in the Courts Complex buildings will be performed by the Custodian reporting to the Sherriff's Department, and

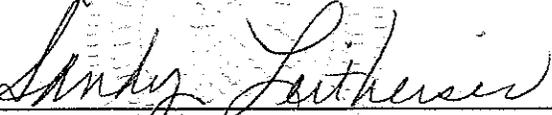
WHEREAS the Montgomery County Recycling Employees will then pick up the collected and sorted recycled materials during their scheduled route.

THEREFORE, BE IT RESOLVED by the Montgomery County Board, in order to promote recycling, become a more efficient recycling force and encourage the conservation of our natural resources, hereby adopted a Recycling Resolution for all Montgomery County Offices, Departments and Buildings.

PASSED this 13th day of May, 2008.



Chairman, Mike Plunkett



County Clerk/Recorder, Sandy Leitheiser

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into this 13th day of May, 2008, by and between Montgomery County, Illinois ("County") acting through its County Board, and Ruben Boehler, P.E., S.E. ("Boehler"), an employee of the County.

WHEREAS, Boehler is employed by the County in the capacity of County Engineer; and

WHEREAS, Boehler in the performance of his duties as County Engineer is afforded protection pursuant to the County Engineer and Highway Superintendent Liability Act, 745 ILCS 15 *et seq.*, as amended, relating to the use of highways, culverts, bridges, or shoulders for which the County Engineer has some degree of supervisory, maintenance, repair or construction responsibility; and

WHEREAS, the County is desirous of expanding the duties of the County Engineer to encompass other design, inspection, maintenance and construction responsibilities for authorized County Projects, which are not limited to the protection afforded by the County Engineer and Highway Superintendent Liability Act, 745 ILCS 15 *et seq.*, and

WHEREAS, Boehler is willing to perform such work as part of his duties as County Engineer subject to the limitations of the Professional Engineering Practice Act, 225 ILCS 325 *et seq.* and the Structural Engineering Practice Act, 225 ILCS 340 *et seq.*, both as amended.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, the County and Boehler agree as follows:

1. Boehler agrees to perform the additional duties as assigned by the County with respect to the design, inspection, maintenance and construction responsibilities for authorized County projects, subject to the limitations of the Professional Engineering Practice Act, 225 ILCS 325 *et seq.* and the Structural Engineering Practice Act, 225 ILCS 340 *et seq.*, both as amended.
2. The County agrees that if in the performance of such additional duties by Boehler, it is determined by Boehler that such services are outside the scope of his engineering abilities, the County shall provide for such specialized services, and the provider of such services will be under the supervision and direction of Boehler.
3. The County shall defend, indemnify and hold harmless Boehler against any and all claims, demands, suits, causes of action, attorneys' fees, and liability arising out or relating to, directly or indirectly, any of the additional duties performed by Boehler. The County shall indemnify Boehler for any settlement or judgment recovered against him in any such action, including the costs of defending such action, in the event the County fails to defend Boehler for any reason.

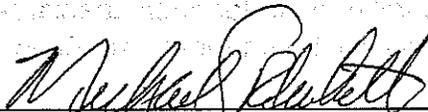
4. The duties and responsibilities of the County described in Paragraph 3 shall extend for the limitations and repose period relating to construction activities, 735 ILCS 5/13-214, or any other applicable limitations and repose period, whichever is longer.
5. The County may purchase professional liability insurance to fulfill the obligations of this Agreement, but such insurance shall not limit the obligations of the County to Boehler, and no deductible payment will be required of Boehler in the event of such claims.
6. The County and Boehler further acknowledge that each has completely read and fully understands the terms of this Agreement. In signing this document, the County and Boehler are relying upon such party's own judgment, belief and knowledge. To the extent the parties have deemed it necessary, each has had the opportunity to consult with an attorney in signing this document.
7. Both the County and Boehler warrant and represent that each has full right, power and authority to enter into this Agreement, that this is a legally valid document and fully binding upon both parties, without limitation, in law and at equity, that each party have reviewed the terms of this Agreement and fully understand this document.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal or legal representatives, heirs, legatees, transferees, successors in interest, and assigns.
9. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements, whether written or oral, with respect to the subject matter of this Agreement.

This Agreement is entered into the date first above written.

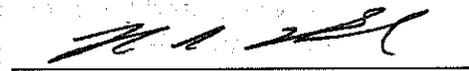
MONTGOMERY COUNTY

RUBEN BOEHLER, P.E., S.E.

By:


 Chairman, Mike Plunkett

By:



FY 2008

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 (\$157,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2008, the county shall have reimbursed to the 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, 2008 and December 31, 2008, 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 2007 through November 30, 2008.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by 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 -	38
Nokomis / Witt -	16
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2007 and continuing monthly thereafter for FY '08, the sum of **\$1886.43** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '08 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the 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 '09 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '08.
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, 2008, 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 Statue 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, 2008.
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.

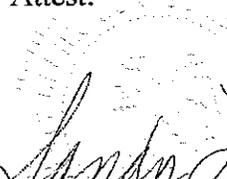
Continued on page 4

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 Spill
County Board Chairman

5-13-08
Date

Attest:


Sandy Letherser
County Clerk

5-13-08
Date

HILLSBORO AREA ABULANCE SERVICE

Stephen R. Gullerson
Authorized Representative

1-7-08
Date

President
Title

FY 2008

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Litchfield Area Ambulance Service**, a not-for-profit corporation (hereinafter named LAAS) an independent contractor, and LAAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$165,000) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2008, the county shall have reimbursed to the LAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2008 and December 31, 2008, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The LAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2006 through November 30, 2008.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by LAAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the LAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	38
Nokomis / Witt -	16
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2007 and continuing monthly thereafter for FY '08, the sum of **\$1838.06** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '08 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the LAAS.

The County shall then calculate and apply the total monthly payment as made by the LAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the LAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the LAAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the LAAS as soon as possible after the last day of each month the amount collected on behalf of LAAS.
8. LAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. LAAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The LAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the LAAS, that the LAAS is violation of State regulations, said funds to be disbursed upon the LAAS coming into compliance.

10. The LAAS will submit a tentative FY '09 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '08.
11. The LAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the LAAS.
12. The LAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2008, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the LAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The LAAS shall provide an audit of the LAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of LAAS fiscal year on November 30, 2008.
14. The LAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the LAAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for LAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Michael Smith
County Board Chairman

5-13-08
Date

Attest:

Andy Leithner
County Clerk

5-13-08
Date

LITCHFIELD AREA AMBULANCE SERVICE

Tom
Authorized Representative

2-8-08
Date

Mayor
Title

FY 2008

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Farmersville/Waggoner Area Ambulance service**, a not-for-profit corporation (hereinafter named F/W AAS) an independent contractor, and F/W AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$63,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2008 the county shall have reimbursed to the F/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2008 and December 31, 2008, in accordance with the Real Estate Tax Distribution Schedule.

F I L E D
JUN 10 2008

Sandra Leitheiser COUNTY
CLERK

Continued on Page 2

1. The F/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2007 through November 30, 2008.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the F/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	38
Nokomis / Witt -	16
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2007 and continuing monthly thereafter for FY '08, the sum of **\$193.48** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '08 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the F/W AAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.
8. F/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The F/W AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the F/W AAS, that the F/W AAS is violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.

10. The F/W AAS will submit a tentative FY '09 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '08.
11. The F/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS.
12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2008, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the F/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The F/W AAS shall provide an audit of the F/W AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W AAS fiscal year on November 30, 2008.
14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the F/W AAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for F/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Markus R. Webb
County Board Chairman

6/11/08
Date

Attest:

Sandy Litheriser
County Clerk

6/11/08
Date

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

John P. Webb
Authorized Representative

2-12-08
Date

FWAAS
Title

FY 2008

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Raymond/Harvel Area Ambulance Service**, a not-for-profit corporation (hereinafter named R/H AAS) an independent contractor, and R/H AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$32,662) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2008, the county shall have reimbursed to the R/H AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2008 and December 31, 2008, in accordance with the Real Estate Tax Distribution Schedule.

JAN 16 2008

Continued on Page 2

1. The R/H AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2007 through November 30, 2008.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by R/H AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the R/H AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	38
Nokomis / Witt -	16
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 2007 and continuing monthly thereafter for FY '08, the sum of **\$145.11** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '08 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the R/H AAS.

The County shall then calculate and apply the total monthly payment as made by the R/H AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the R/H AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the R/H AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the R/H AAS as soon as possible after the last day of each month the amount collected on behalf of R/H AAS.
8. R/H AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. R/H AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The R/H AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the R/H AAS, that the R/H AAS is violation of State regulations, said funds to be disbursed upon the R/H AAS coming into compliance.

10. The R/H AAS will submit a tentative FY '09 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '08.
11. The R/H AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the R/H AAS.
12. The R/H AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2008, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the R/H AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State 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, 2008.
14. The R/H AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the R/H AAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for R/H AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Michael R. Bell
County Board Chairman

5-13-08
Date

Attest:

Sandy Leithersen
County Clerk

5-13-08
Date

RAYMOND/HARVEL AREA ABULANCE SERVICE

P. John Gunn
Authorized Representative

1/8/08
Date

President
Title

FY 2008

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Nokomis/Witt Area Ambulance Service**, a not-for-profit corporation (hereinafter named N/W AAS) an independent contractor, and N/W AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$97,500) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2008, the county shall have reimbursed to the N/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2008 and December 31, 2008, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

RECEIVED
12/21/07

1. The N/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2007 through November 30, 2008.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by N/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the N/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	39
Litchfield -	38
Nokomis / Witt -	16
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 2007 and continuing monthly thereafter for FY '08, the sum of \$773.92 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '08 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the N/W AAS.

The County shall then calculate and apply the total monthly payment as made by the N/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the N/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the N/W AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the N/W AAS as soon as possible after the last day of each month the amount collected on behalf of N/W AAS.
8. N/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. N/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The N/W AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the N/W AAS, that the N/W AAS is violation of State regulations, said funds to be disbursed upon the N/W AAS coming into compliance.

10. The N/W AAS will submit a tentative FY '09 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '08.
11. The N/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the N/W AAS.
12. The N/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2008, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the N/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State 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, 2008.
14. The N/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the N/W AAS or its duly authorized agent.

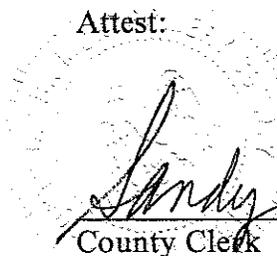
Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for N/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Michael P. Hill
County Board Chairman

5/13/08
Date

Attest:


Sandy Luthersen
County Clerk

5/13/08
Date

NOKOMIS/WITT AREA ABULANCE SERVICE

[Signature]
Authorized Representative

12-19-07
Date

Manager
Title

Resolution #08-11

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

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

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

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

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

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

Passed this 13th Day of May, 2008.



Montgomery County Board Chairman, Mike Plunkett

ATTEST:


Montgomery County Clerk/Recorder, Sandy Leitheiser

A POLICY CONCERNING PERSONAL USE OF MONTGOMERY COUNTY PROPERTY

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

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

Requirements while operating County property:

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

Prohibited uses of County property:

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

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

Consequences of Fringe Benefits:

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

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

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

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

Internal Revenue Service Commuting Value Rule:

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

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

Recordkeeping:

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

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

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

Employee Name (Printed)	Employee Signature	Date
Department		

Ordinance

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

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

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

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

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

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

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

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

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

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

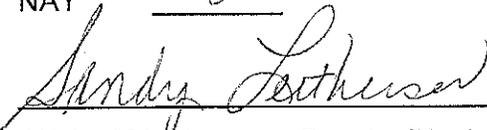
PASSED by the Chairman and the Board of Montgomery County on the 10th day of ~~June~~ 2008, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 21

PRESENT 20

AYE 20

NAY 0



Clerk of Montgomery County, Illinois

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



Chairman of County Board of Montgomery County, Illinois

Intergovernmental Agreement

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

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

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

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

WITNESSETH:

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

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

COUNTY OF SHELBY, a body politic and corporate

By: *George Trajcin*
Chairperson, Shelby County Board

ATTEST:

Kathy A. Lantz
Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: *Michael Blount*
Chairperson, Montgomery County Board

ATTEST:

Sandy Luthers
Montgomery County Clerk

ORDINANCE # 08-13

ORDINANCE ESTABLISHING PREVAILING WAGE RATES

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

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

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

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

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

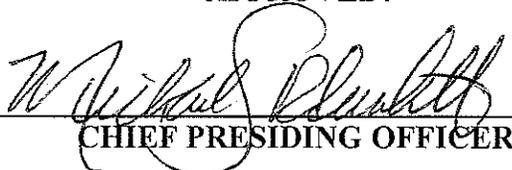
SECTION 4: The Board of Trustees shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and particular class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

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

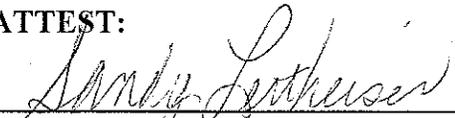
SECTION 6: The Board of Trustees shall cause to be published in a newspaper of general circulation within the area a notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 10th day of June, 2008

APPROVED:


CHIEF PRESIDING OFFICER

ATTEST:


SECRETARY/CLERK

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

CERTIFICATION OF PREVAILING WAGE ORDINANCE

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

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

(SEAL)

Sandy Lutherser
Clerk/Secretary

ATTEST:

Michael S. [Signature]
Chief Presiding Officer/ Title

Montgomery County Prevailing Wage for June 2008

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

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

Legend:

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

Explanations

MONTGOMERY COUNTY

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

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

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

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

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

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

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

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

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

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

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 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, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS

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

GROUP II. Assistant Operators.

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

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

GROUP V. Oiler.

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

Montgomery County Animal Control Ordinance

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

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STATE of ILLINOIS)
) SS ORDINANCE PROVIDING FOR
 ANIMAL CONTROL IN
 ILLINOIS) MONTGOMERY COUNTY,

COUNTY of MONTGOMERY)
 NO. 08-14

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

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

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

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

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

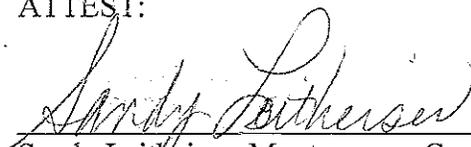
NOW, THEREFORE, BE IT ORDAINED by the Montgomery County Board as follows:

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

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


 Mike Plunkett, Montgomery County Board Chairman

ATTEST:


 Sandy Leithaiser, Montgomery County Clerk & Recorder

(MCACO – 1/1)

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

(MCACO – 1/2)

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

(MCACO – 1/3)

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

(MCACO – 1/4)

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

(MCACO – 1/5)

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

(MCACO – 1/6)

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

(MCACO – 1/7)

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

(MCACO – 1/8)

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

(MCACO – 1/9)

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

(MCACO – 1/10)

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

(MCACO – 1/11)

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

(MCACO – 1/12)

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

(MCACO – 1/13)

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

(MCACO – 1/14)

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

(MCACO – 1/15)

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

(MCACO – 1/16)

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

(MCACO – 1/17)

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

(MCACO – 1/18)

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

(MCACO – 1/19)

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

(MCACO – 1/20)

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

(MCACO – 1/21)

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

(MCACO – 1/22)

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

(MCACO – 1/23)

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

(MCACO – 1/24)

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

(MCACO – 1/25)

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

(MCACO – 1/26)

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

(MCACO – 1/27)

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

(MCACO – 1/28)

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

(MCACO – 1/29)

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

(MCACO – 1/30)

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

(MCACO – 1/31).

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

(MCACO – 1/32)

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

(MCACO – 1/33)

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

(MCACO – 1/34)

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

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

(MCACO - 1/35)

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

(MCACO - 1/36)

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

(MCACO - 1/37)

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

(MCACO - 1/41)

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

(MCACO - 1/42)

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

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

(MCACO - 1/43)

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

(MCACO - 1/44)

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

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

(MCACO - 1/45)

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

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

(MCACO - 1/46)

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

(MCACO - 1/47)

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

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

(MCACO – 1/48)

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

(MCACO – 1/49)

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

(MCACO – 1/50)

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

(MCACO – 1/51)

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

(MCACO – 1/52)

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

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

(MCACO – 1/53)

ccc. Reimbursement to Owner of Domestic Animals Killed or Injured by Stray Dog-Procedure:

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

((MCACO – 1/54)

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

(MCACO – 1/55)

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

(MCACO – 1/56)

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

(MCACO – 1/57)

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

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

(MCACO – 1/58)

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

(MCACO – 1/59)

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

Passed this 10th Day of June, 2008.


Mike Plunkett, Board Chairman

ATTEST:

Sandy Leithaiser, County Clerk/Recorder

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

(MCACO – 1/60)

Fees:

Registration / Rabies Tag & Certificate Fees:

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

Microchipping fee: \$10.00

*Mandatory on adopted & reclaimed animals

Fines:

Non Vaccination Penalty

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

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

Running At Large:

- | | <u>County Fine:</u> | <u>Public Safety Fine</u> | <u>P.P.C.F</u> |
|------------------------------|--|----------------------------------|-----------------------|
| • 1 st Offense | Warning at the discretion of Administrator and Animal Control Warden | | |
| • 2 nd Offense | \$25.00 | \$20.00 | (\$20.00 to PPCF) |
| • 3 rd Offense ** | \$30.00 | | |
| • 4 th Offense | \$35.00 | | |

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

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

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

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

- Biting Animal fine:** \$25.00 (\$25.00 to PPCF- Dept. Pub. Health)
- Deemed Dangerous Animal:** \$50.00 (PPCF) Must spay or neuter & Microchip at owner's Expense within 14 days.
- Deemed Vicious Animal Fine:** \$100.00 (PPCF) Must spay or neuter & Microchip at owner's Expense within 10 days.
- Abandonment of Animal:** \$500.00

RESOLUTION 08-15**A RESOLUTION TO ADOPT A FIVE YEAR SOLID WASTE
RECYCLING ACT PLAN UPDATE**

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

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

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

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

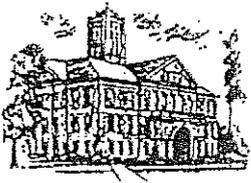
PASSED this 10th day of JUNE, 2008.



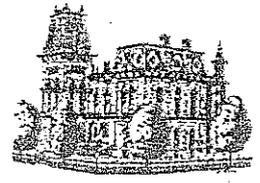
CHAIRMAN, MIKE PLUNKETT



COUNTY CLERK/RECORDER, SANDY LEITHEISER



Regional Office of Education Christian-Montgomery Counties



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

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

Sincerely,

Greg Springer
Regional Superintendent

Received
6/13/08
[Signature]

Christian County Office
County Courthouse
101 South Main St. Taylorville,
1162568

☎ (217) 824-4730
☎ (217) 824-2464

website: www.montgomery.k12.il.us

Greg Springer, Regional Superintendent
Marie Jov. Assistant Regional Superintendent

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

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VCalendar

Year · Month · Week · Day · Search · Login Innovation English - Category -

Month events, April 2008

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

Apr 2008

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VCalendar

Year · Month · Week · Day · Search · Login Innovation English - Category - 

Month events, May 2008

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



 May 2008 


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VCalendar

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 Innovation
English
-- Category --
[Print]

Month events, June 2008

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

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

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

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

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

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

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

REGISTRATION
(Registration Deadline: Wednesday, April 9)

Name: _____ District _____ School _____
School Phone _____ School fax _____ E-mail address _____
Registration for morning session _____ Lunch _____ Afternoon session _____

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



PUT YOUR IPM PROGRAM TOGETHER NOW!!

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

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

April 30, 2008

9:00 a.m. to Noon

Cost

\$25

Location

**Lincoln Land
Community College
Southern Region
#1 Lincoln Land Drive
Litchfield, IL 62056
(217) 532-9591**

The Regional Offices of Education 10 & 40

(Greg Springer, Superintendent for ROE 10 and
Larry Pfeiffer, Superintendent for ROE 40)

**have partnered with the Safer Pest Control Project
to offer**

**Integrated Pest Management Plans:
What Every Administrator Needs to Know
ISBE #549**

**(Also recommended for maintenance personnel)
For
3 CPDU or Administrator Academy Credit**

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

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

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

To Register ...
see page 2 of this flyer



773-878-7378 x 204
www.spcpweb.org

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

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

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

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

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

Madison ROE #41
Robert Daiber, Regional Supt.

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

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

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

"But I'm Not A Reading Teacher"

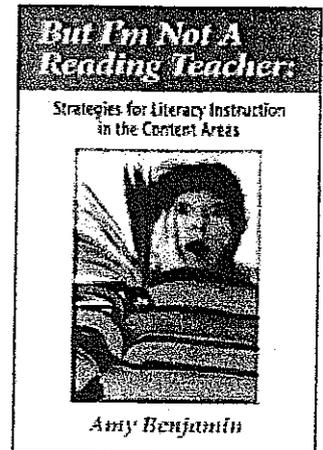
Strategies for Literacy Instruction in the Content Areas
Thursday, June 26, 2008, 9 AM-3 PM
FOR ALL CONTENT TEACHERS
GRADES 6 - 12

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

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



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



Lincoln Land Community College Southern Region Auditorium

1 Lincoln Land Drive Litchfield, IL 62056

9 A.M. - 3 P.M.

Registration 8:30 A.M.

Fee: \$15 (includes snacks and lunch)

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

5 CPDUs

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

Name _____ Home Address _____

School Name _____ Teaching assignment _____

District Name and Address _____ Check enclosed _____

School Phone Number _____ School e-mail address _____

Summer Phone Number _____ Summer e-mail address _____

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

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

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

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

Dated: July 8th, 2008

Signed and Sealed by: Sandy Leitheiser
Sandy Leitheiser, Montgomery County Clerk

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

Dated: _____ Signed by: _____
Judge

(SEAL)

Attest: _____
Court Clerk

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

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

Dated: _____ Signed by: _____
Judge

(SEAL)

Attest: _____
Court Clerk

STATE OF ILLINOIS -- MONTGOMERY COUNTY

Continuation Sheet

BOOK 8 PAGE 157

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

Clerk _____

Precinct

R/D	Name	Addr1	Addr2	City	St Zlip	Phone
Audubon						
De	Diane Corridori-Davidson	29083 New Bethel Ave.		Ramsey	IL 62080	539-4329
De	Betty Ann Fleet	27012 N. 17th Ave.		Nokomis	IL 62075	539-4454
Rep	Rita Brown	402 S. Walnut St.	P.O. Box 1	Ohlman	IL 62076	825-8720
	Marinel Graden	21375 Ohlman Rd		Nokomis	IL 62075	563-2366
Rep	Doris Huber	16302 E. 26th Rd.		Nokomis	IL 62075	563-2004
Rep	Clement Huber	16302 E. 26th Rd		Nokomis	IL 62075	563-2004
Bois D' Arc						
De	Mary Lyn Hitching	349 S. McCullough St.		Waggoner	IL 62572	227-4522
De	Terry Jordan	6073 Mine Ave.		Farmersville	IL 62533	227-3532
De	Donna Martin	114 Stieren St.		Farmersville	IL 62533	227-3690
De	Junitta Richardson	401 S. Fifth St		Farmersville	IL 62533	227-3714
De	Barbara Stottler	311 Nora St.	P.O. Box 151	Farmersville	IL 62533	227-4128
Rep	Judith Caudle	12 Circle Drive		Farmersville	IL 62533	227-3409
Rep	Dorothy Caudle	402 Leonard St.		Farmersville	IL 62533	227-3751
Butler Grove						
De	Kathryn Dagon	209 Lands End		Hillsboro	IL 62049	532-3118
	Veronica Groom	920 Water Street		Butler	IL 62015	532-5450
De	Dorothy Wilson	904 Water St.	P.O. Box 162	Butler	IL 62015	532-2540
Rep	Maggie Fuchs	17335 Held Rd		Butler	IL 62015	229-4581
Rep	Jan Lee	9246 Butler Ave.		Butler	IL 62015	532-2285
Rep	Betty McBroom	819 Water St.	P.O. Box 177	Butler	IL 62015	532-5864

Precinct

R/D	Name	Addr1	Addr2	City	St Zlip	Phone
<div style="display: flex; justify-content: space-around; align-items: center;"> BOOK 8 PAGE 158 </div>						
East Fork #1						
De	Jill Durbin	501 Orchard St.		Coffeen	IL 62017	534-1261
De	Debra Kent	57 Fox Ln.		Coffeen	IL 62017	534-2575
De	Patsy Kimbro	17 Jakes Ln.		Coffeen	IL 62017	534-6093
De	Beverly Whalen	404 E. Main		Coffeen	IL 62017	
Rep	Sharon Blackburn	700 W. Main		Coffeen	IL 62017	534-2563
Rep	Beverley Davis	16462 Ticky Point Trl		Coffeen	IL 62017	534-2286
Rep	Sharon Ricke	870 Red Ball Trail		Coffeen	IL 62017	534-2490
East Fork #2						
De	Lisa Coleman	500 East Street		Donnellson	IL 62019	537-3070
Rep	Le Atteberry	2296 IL Rt 127		Donnellson	IL 62019	537-3529
Rep	Bonnie Davison	2296 IL Rt 127		Donnellson	IL 62019	537-3529
East Fork #3						
De	Faye Conrad	615 Market St.		Hillsboro	IL 62049	532-6330
De	Joan Ferber	1913 Miller Ave.		Hillsboro	IL 62049	532-6458
De	Dorothy Reitz	506 Broadway St.		Hillsboro	IL 62049	532-3746
De	Christine Walters	2105 Miller Ave.		Hillsboro	IL 62049	532-5495
Rep	Deanna McQuern	2804 Jackson St.		Hillsboro	IL 62049	532-2024
Rep	Gloria Woods	1912 Frey Ave.		Hillsboro	IL 62049	532-6359
East Fork #4						
De	Margie Brewer	89 Happy Ln.		Coffeen	IL 62017	534-2537
De	Frances Cole	204 Cumberland		Coffeen	IL 62017	534-6258
De	Jodi Huber	17317 IL Rte 195		Coffeen	IL 62017	534-2427
De	Freida Perfetti	17255 IL Rt. 185		Coffeen	IL 62017	534-6051
De	Martha Spinner	17047 N. 9th Ave.		Hillsboro	IL 62049	534-2201
Rep	Earlene Blackburn-Robinson	505 W. Main		Coffeen	IL 62017	534-2221
Rep	Marilyn Clearwater	406 Grand Ave.	P.O. Box 242	Coffeen	IL 62017	534-6493
Rep	Nancy Kershaw	303 N. Elm St.	P.O. Box 68	Coffeen	IL 62017	534-6277
Rep	Darline Spears	303 North Rd.	P.O. Box 187	Coffeen	IL 62017	534-6486

R/D Name Addr1 Addr2 City St Zlip Phone

BOOK

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Fillmore

De Diane Cerutti 10177 Bended Tr. Irving IL 62051 538-2292
 De Janet Harris 612 E Fillmore Fillmore IL 62032 538-2217
 De Laura Harrison 519 E Fillmore Fillmore IL 62032 538-2524
 De Evadine Smith 53 Nice Lane Fillmore IL 62032 538-2047
 De Janice Toberman 220 E. Locust St P.O. Box 177 Fillmore IL 62032 538-2255
 Rep Janet Blackburn 94 Settle Tr. Fillmore IL 62032 538-2508
 Rep Braunda Hopwood 8395 Nokomis Road Fillmore IL 62032 538-2306
 Rep Patricia Kirk 203 E. Walnut P.O. Box 232 Fillmore IL 62032 538-2697
 Rep Mary Malloy 6193 Burg Rd Fillmore IL 62032 538-2636

G. am #1

De Penelope Casey 224 Gum St. P.O. Box 771 Panama IL 62077 537-3561
 De Karen Chesser 219 Elder St. P.O. Box 647 Panama IL 62077 537-3584
 De Wilhelmina Degani 735 North Ave. P.O.Box 11 Panama IL 62077 537-3447
 De Cindy Willman 720 North Ave. P.O. Box 26 Panama IL 62077 537-3437
 Rep Betty Malisia 509 North Ave. P.O. Box 856 Panama IL 62077 537-3063
 Rep Sharon Mollett 100 Oak St. P.O. Box 707 Panama IL 62077 537-3206
 Rep Myrna Moore 5774 Walshville Tr. Walshville IL 62091 272-4489

Grisham #2

De Margaret Fenton 8384 Hilltop Tr. Hillsboro IL 62049 532-5765
 De Sandy Hill 10340 N. 6th Av. Hillsboro IL 62049 532-3437
 De Donna Luck 8252 Holloway Tr Hillsboro IL 62049 532-9428
 Sheila Spaeth 81 Spaeth Ln. Hillsboro IL 62049 537-3220
 Rep Elizabeth Boehler 4121 IL Rt. 127 Hillsboro IL 62049 537-3999
 Rep Amy Reincke 1069 Fox Hunt Tr. Hillsboro IL 62049 537-3159
 Rep Don Sturgeon 401 Adams St. P.O. Box 13 Donnellson IL 62019 537-3229

Harvel

De Bea Leonard 28243 Black Diamond Tr Harvel IL 62538 652-1406
 De Sharon Lyons 25016 E. 8th Rd. Harvel IL 62538 229-4493
 De Marilyn Murphy 29111 Black Diamond Tr. Harvel IL 62538 229-3368
 De Norma Thompson 312 Cedar P.O. Box 224 Harvel IL 62538 229-3135
 Rep Susan Lebeck 26092 E. 8th Rd. Harvel IL 62538 229-4295
 Rep Marilyn Smith-Land 204 Holmer P.O. Box 183 Harvel IL 62538 229-3126
 Rep Patricia Weitekamp 7285 Brown Trail Harvel IL 62538 229-3626

Precinct

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

Precinct

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

Precinct

R/D	Name	Addr1	Addr2	City	St	Zip	Phone
80071 8 PAGE 162							
Nokomis #3							
De	Matthew Golitko	604 Carl St.		Nokomis	IL	62075	827-3292
De	A. Carolyn Lovelace	116 S. Vine Street		Nokomis	IL	62075	563-2747
De	Dawn Voils	213 S. Cedar		Nokomis	IL	62075	563-2189
Rep	Joann Graden	640 Starr		Nokomis	IL	62075	563-2897
Rep	Shirley Menin	300 S. Walnut St.		Nokomis	IL	62075	563-2169
Rep	Patricia Ruppert	219 W. South St.		Nokomis	IL	62075	563-7603
Rep	Mary J. Scheller-McCall	122 S. Pine St		Nokomis	IL	62075	563-7327
Rep	Ruth Tooley	611 Sanford St.		Nokomis	IL	62075	563-2126
Rep	Donald Tooley	611 Sanford St.		Nokomis	IL	62075	563-2129
Nokomis #4							
De	Linda Dirks	415 N. Williams Street		Nokomis	IL	62075	563-8618
De	Tincie Sabol	700 Lincoln St.		Nokomis	IL	62075	563-2209
De	Gloria Wendling	315 Lincoln St.		Nokomis	IL	62075	563-2842
Rep	Ruth Ann Broers	710 N. Spruce St.		Nokomis	IL	62075	563-7104
Rep	Marion Dahler	306 N. Elm St.		Nokomis	IL	62075	563-8695
Rep	Christi A. Laurie	307 N. Elm St.		Nokomis	IL	62075	563-7553
Rep	Stella Oltmanns	23154 N. 24th Ave		Nokomis	IL	62075	563-2697
Nokomis #5							
De	Sharon Lehnen	502 E. Union St.		Nokomis	IL	62075	563-7247
De	Shirley Pavolko	518 Young Street		Nokomis	IL	62075	563-2482
De	Evelyn Pavolko	508 E. Water St.		Nokomis	IL	62075	851-2800
De	Laura Pieper	455 S. Maple St.		Nokomis	IL	62075	563-7740
Rep	Debbie Dawson	119 S. Maple St.		Nokomis	IL	62075	
Rep	Kathryn Finley	623 Miller St.		Nokomis	IL	62075	563-2339
Rep	Michelle Hill	604 Capps Ave.		Nokomis	IL	62075	563-7350

Precinct

Name	Addr1	Addr2	City	St Zip	Phone
BOOK 8 PAGE 163					
North Litchfield #1					
De Dorothy Carroil	204 Ball Park Tr.		Litchfield	IL 62056	324-5578
De James Jr. Gipson	1907 N. Jackson St.		Litchfield	IL 62056	324-5405
Rep Mary Bathurst	116 Horseshoe Ln.		Litchfield	IL 62056	324-2044
Rep Aaron Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep Kristen Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep Linda Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep Marlyn Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep William Fleming	13051 Roberson RD		Litchfield	IL 62056	324-5809
Rep Robert Hardt	3049 Beach House Tr.		Litchfield	IL 62056	324-5148
Rep James Kinney	156 Horseshoe Ln.		Litchfield	IL 62056	324-4594
North Litchfield #2					
Rep Marilyn Knutson	1401 N. Van Buren		Litchfield	IL 62056	324-4584
North Litchfield #3					
De Terry Birkenkamp	1215 N. Walnut St.		Litchfield	IL 62056	324-0321
De Ellen Clelland	725 N. Franklin St.		Litchfield	IL 62056	324-3136
Rep Carol Blankenship	1602 N. Harrison St.		Litchfield	IL 62056	324-3448
Rep Nancy Brakenhoff	1104 N. Harrison St.		Litchfield	IL 62056	324-5686
Rep Curt Faas	9 Illini Ct.		Litchfield	IL 62056	324-3729
Rep Beverly Hartke	1101 N. Chestnut St.		Litchfield	IL 62056	324-5079
Rep Cheryl Nickerson	31 Northcrest Drive		Litchfield	IL 62056	324-5114
Rep Robert Nickerson	31 Northcrest Dr.		Litchfield	IL 62056	324-5114
Rep Mary Werries	1224 N. Harrison		Litchfield	IL 62056	324-4346
North Litchfield #4					
De William E. Anglin	322 W. Palmer		Litchfield	IL 62056	324-5173
De Judith Helm	801 S. Illinois Ave., Apt G		Litchfield	IL 62056	324-0414
De Diana Odle	1121 N. Jefferson St.		Litchfield	IL 62056	
De Bessie Odle	106 N. Douglas St	P.O. Box 576	Litchfield	IL 62056	
Rep Bonnie Hartke	13314 W. County Line Rd.		Litchfield	IL 62056	825-5583
Rep Shirley Helgen	1204 N. 15th Ave.		Litchfield	IL 62056	324-3861
Rep Donna Spencer	1003 N. Madison		Litchfield	IL 62056	324-2036
Rep Cheryl Whitlock	26 Northcrest		Litchfield	IL 62056	324-3080

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Precinct R/D Name Addr1 Addr2 City St Zlip Phone

North Litchfield #5

Table with 6 columns: R/D, Name, Addr1, Addr2, City, St Zlip, Phone. Rows include Julianna Elizondo, Cheryl Hartel, Terry Williams, Sylvia Boehme, Elizabeth Dever, Larry Hartke.

North Litchfield #6

Table with 6 columns: R/D, Name, Addr1, Addr2, City, St Zlip, Phone. Rows include Cathy Hemken, Marilyn Morgan, Erma Niehaus, Jane Pease, Virginia Robinson, Jacqueline Stowe, James Zuber Jr., Eileen M. Goins, Hans Mizera, Donna Rogers, Peggy Street.

Pitman

Table with 6 columns: R/D, Name, Addr1, Addr2, City, St Zlip, Phone. Rows include Tammie Eliason, Barbara Farrar, Leanne Farrar, Mildred Brockmeyer, Pauline Fuchs, Valerie Slightom.

Raymond

Table with 6 columns: R/D, Name, Addr1, Addr2, City, St Zlip, Phone. Rows include Verna June Hefley, Barbara Pope, Karen Small, Michele Benning, Melissa Dean, Mary Mizera, Joe Mizera, Lois Riemann, Karen Stewart.

Precinct

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

Precinct

R/D	Name	Addr1	Addr2	City	St Zip	Phone
777 88 PAGE 166						
S. Litchfield #4						
De	Ruth Belusko	3364 N. 8th Ave.		Litchfield	IL 62056	324-2304
De	Amy Jett	915 S. Walnut		Litchfield	IL 62056	324-5915
De	Karen Savage	5015 Old Litchfield Tr.		Litchfield	IL 62056	324-6802
De	Theresa Thomas	1020 S. Montgomery		Litchfield	IL 62056	no phone
De	Rosalie Towell	8359 Microwave Tr.	P.O.Box 147	Litchfield	IL 62056	324-4306
De	Susan Towell-Williams	4023 Old Litchfield Tr.		Litchfield	IL 62056	324-4685
De	Evanell Williams	815 S. Monroe		Litchfield	IL 62056	324-3846
Walshville						
Rep	Rodger Best	5324 Niemanville Tr.		Litchfield	IL 62056	999-2351
Rep	Betty Warren	3236 Elevator Rd.		Walshville	IL 62091	999-5034
Witt #1						
De	Pam Hand	12284 E 21st Rd.		Fillmore	IL 62032	538-2051
De	Connie Miller	13337 E. 20th Rd		Witt	IL 62094	594-7741
De	Karel O'Malley	14086 E. 21st Rd.		Witt	IL 62094	594-2860
Non	Vickie Wallace	19027 Seven Sisters Ave		Fillmore	IL 62032	533-4450
Rep	Connie Engelhart	16126 E 22nd Rd		Nokomis	IL 62075	563-2176
Rep	Debby West	18235 Seven Sisters Ave		Irving	IL 62051	533-4624
Witt #2						
De	Barbara Bourke	224 W. Middleton St.	P.O. Box 293	Witt	IL 62094	594-2258
De	Carolyn Merkel	105 S. 5th St.	P.O. Box 242	Witt	IL 62094	594-7757
De	Sharon Ulrici	224 W. Oak St		Witt	IL 62094	594-7135
De	Donna M. Wilhelm	106 N. 6th	P.O. Box 421	Witt	IL 62094	594-2202
Rep	Dale Clayton	707 E. Ford Ave.		Witt	IL 62094	594-2505
Rep	Helen Rogers	104 S. Main St.	P.O. Box 237	Witt	IL 62094	594-7720
Rep	Dorothy Ulrici	547S. 5th St.	P.O. Box 491	Witt	IL 62094	594-2295
Witt #3						
De	Charles M. Golitko	12 E. Mitchell St.	P.O. Box 177	Witt	IL 62094	594-2883
De	Barb Golitko	12 E. Mitchell St.	P.O. Box 177	Witt	IL 62094	594-2883
De	Natasha Golitko	239 N. 2nd Street	P.O. Box 102	Witt	IL 62094	594-7187
De	Charles A. Golitko	207 N. 1st Street		Witt	IL 62094	594-7759
De	Rita Miller	20089 N. 17th Ave.		Witt	IL 62094	594-2884
De	Ron Rosko	204 Raymon St.	P.O. Box 216	Witt	IL 62094	594-7723
Rep	Charles Kessler	253 N. Stuart St.	P.O. Box 426	Witt	IL 62094	594-7162
Rep	Paula Yeske	612 N. Hirst St.		Witt	IL 62094	594-7244

Precinct

D Name Addr1 Addr2 City St Zlip Phone

Zanesville

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

Ordinance No. 08-16

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

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

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

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

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

Amendments to the Ordinance:

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

Section II, #2

Enterprise Zone Abatements will only apply to commercial and industrial;

Section III, #1 and #2

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

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

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

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

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

1. Section III, #2

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

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

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

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

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

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

PASSED AND ADOPTED This 8th day of July, 2008

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

APPROVED This 8th day of July, 2008.

Mike Plunkett
Chairman: Mike Plunkett

ATTEST:
Sandy Leitheiser
County Clerk: Sandy Leitheiser

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

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

SECTION I: Amendments:

Section II,

- (d) The Enterprise Zone area satisfies any additional criteria established by the Illinois Department of Commerce and Economic Opportunity – DCEO, formally known as Department of Commerce and Community Affairs.
- (e) On the 10th day of July, 2008 a public hearing was conducted within the zone area on the question Of whether to extend the zone an additional 10 years starting March 1st, 2010 and ending February 28th, 2020, what local tax incentives and other programs should be established in connection with the Zone. Public notice was given in at least one newspaper of general circulation within the zone area, not more than 20 days nor than 5 days before the hearing.

SECTION 4: Term and Effect.

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

SECTION 6: Property Tax Abatements:

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

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

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

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

COUNTY OF MONTGOMERY, ILLINIOS:

By Michael Plunkett
Michael Plunkett,
County Board Chairman

Attest: Sandy Leithiser
County Clerk

BOOK

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Date: July 8, 2008

CITY OF HILLSBORO, ILLINOIS

Attest:

By _____
William Baran, Mayor

City Clerk

Date: _____

CITY OF LITCHFIELD, ILLINOIS

Attest:

By Thomas Jones
Thomas Jones, Mayor

Marilyn Shantke
City Clerk

Date: July 1, 2008

VILLAGE OF SCHRAM CITY, ILLINOIS

Attest:

By _____
Michael L. Rhoades, Mayor

Village Clerk

Date: _____

VILLAGE OF TAYLOR SPRINGS, IL

Attest:

By _____
Carl Hallers, Mayor

Village Clerk

Date: _____

CITY OF COFFEEN, ILLINOIS

Attest:

By _____
Dale Nowlan, Mayor

City Clerk

Date: _____

RESOLUTION #08 - 17

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

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

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

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

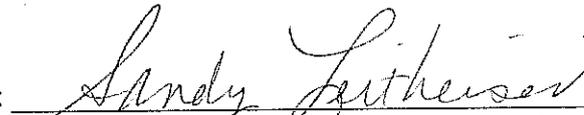
THEREFORE BE IT RESOLVED, by the Montgomery County Board that it has reviewed, discussed, and accepted the CEDS document prepared by the WCDC Strategy Committee and that the County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning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

PASSED; this 8th, day of July 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by:



Montgomery County Clerk & Recorder, Sandy Leitheiser

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 11-08**

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

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

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

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$0.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

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

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2007.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of August, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of August, 2008.



Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

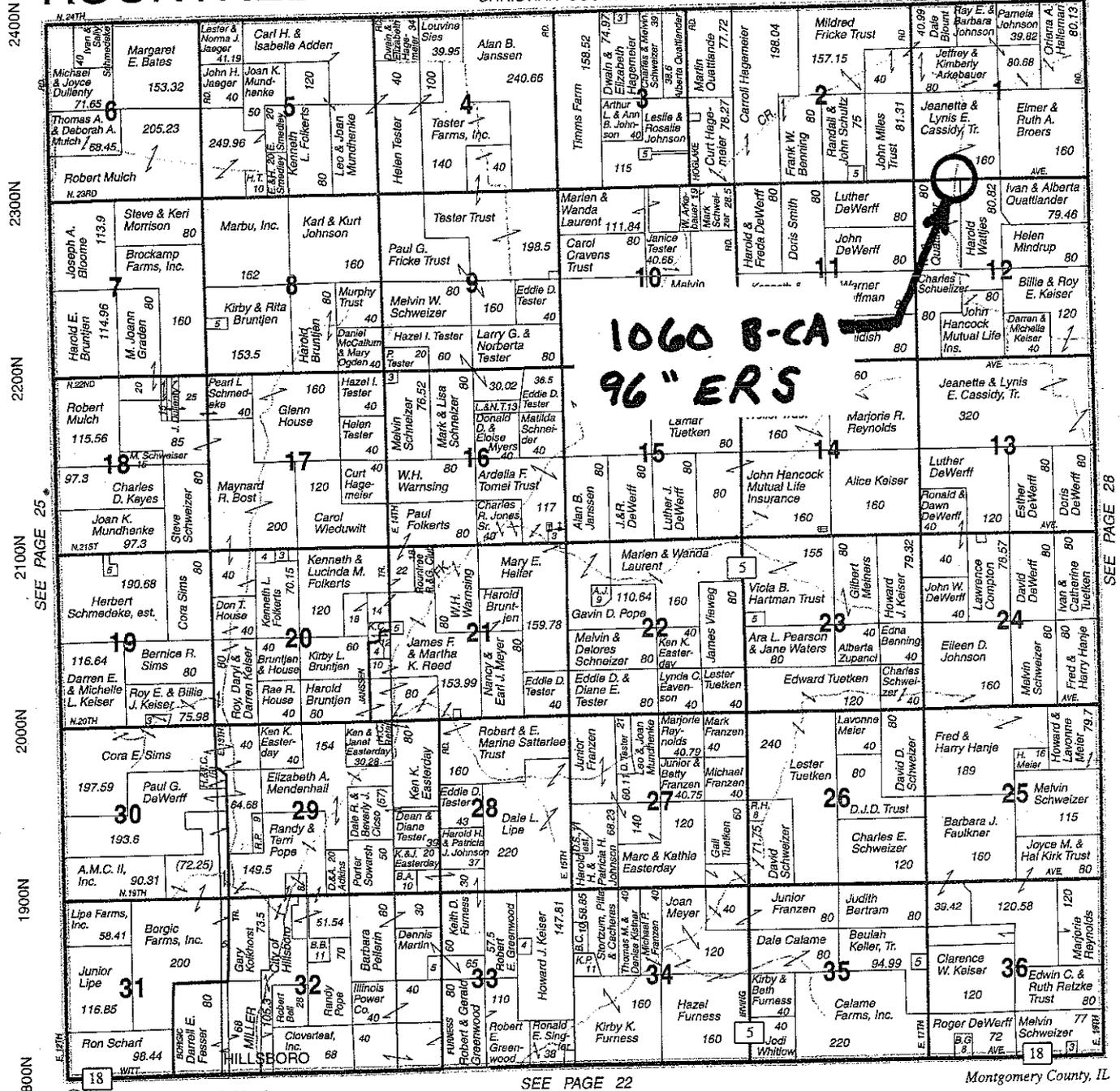
COST BREAKDOWN:

Montgomery County	50%
Rountree	50%

ROUNTREE

CHRISTIAN COUNTY

T.10N.-R.3W.



2400N
2300N
2200N
2100N
2000N
1900N
1800N

SEE PAGE 25

SEE PAGE 22

SEE PAGE 28

Montgomery County, IL

© 2005 Rockford Map Pubs., Inc. 1200E 1300E 1400E 1500E 1600E 1700E 1800E

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

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

**NATURAL HAZARD MITIGATION PLAN
CONSULTANT AGREEMENT**

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

1. Montgomery County has entered into an Agreement for funding ("Funding Agreement"), dated 9/9, 2008 for the purposes of retaining a Technical Consultant to develop a Natural Hazard Mitigation Plan in connection with a grant from the Federal Emergency Management Agency (FEMA). A copy of the portions of the Funding Agreement pertinent to Consultant's responsibilities hereunder is attached and marked, "Funding Agreement Attachment A, Scope of Work" and is hereby incorporated into this Agreement.
2. This agreement is for Task Order type services. The tasks have been identified in Attachment A. Each task is to be performed by the Consultant for the fee noted in the Subgrant Planning Application, Attachment B, Page 11. (NOTE: The Subgrant Planning Application has been approved by the Illinois Emergency Management Agency and is awaiting review by FEMA). Each task and associated fee described in Attachments A & B will become part of this agreement. After receiving approval of the grant application from FEMA, Consultant will perform the scope of services described in Attachment A. The attached scope of services shall not alter, modify or change any of the terms and conditions of this Agreement and in the event of a conflict, the terms and conditions of this Agreement shall govern. All of Consultant's services under this Agreement will be provided as an independent contractor.
3. The Consultant serves as the agent for Montgomery County and will conduct communications with the Illinois Emergency Management Agency (IEMA) and FEMA.
4. All of Consultant's services hereunder shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes and other requirements.
5. Montgomery County will pay for all authorized and properly performed services as provided in Attachment A & B. Partial payments will be based on monthly billings and final payment will be made only after complete performance of this Agreement and final acceptance of Consultant's services by IEMA and FEMA. Montgomery County's receipt of payments from FEMA is a condition precedent to pay Consultant. Consultant will be paid in the next payment cycle after Montgomery County receives payment from IEMA/FEMA. Montgomery County will submit monthly billings from the Consultant to IEMA in care of the State Hazard Mitigation Officer. Montgomery County may withhold or set off any amounts to completely protect against any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Consultant's defective or deficient services, Consultant's breach of this Agreement, claims arising or alleged to arise out of Consultant's performance hereunder, or liens filed by Consultant or any of its consultants.

6. If the time allotted for completion of Consultant's services is exceeded through no fault of Consultant, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to Montgomery County within thirty (30) days of Consultant's learning of the delay. Consultant will provide such additional supporting data as Montgomery County, the IEMA or FEMA may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.
8. This agreement will automatically be suspended or terminated, as appropriate, if the Funding Agreement is suspended or terminated. Montgomery County may also suspend or terminate this Agreement with or without cause upon forty-eight (48) hours written notice. If this Agreement is suspended or terminated because of no fault of Consultant, Consultant will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to Montgomery County, and the receipt of payment for such services from IEMA/FEMA. In no event will Consultant be entitled to the recovery of damages arising out of or related to the suspension or termination of this Agreement.
9. Consultant will retain all records pertaining to its services for five (5) years following the completion or termination of Consultant's service under this Agreement.
10. Consultant will procure and maintain the following types and amounts of insurance for the duration of the Project: workers' compensation insurance as required by law, \$250,000 of employer's liability insurance, commercial general liability insurance of \$1,000,000 combined single limit for personal injury and property damage, automobile liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles, and professional liability insurance in the amount of \$1,000,000. The commercial general liability insurance must include contractual liability coverage including coverage for any indemnities.
11. Certificates of Insurance will be made available to Montgomery County. The Certificates will provide for thirty (30) days written notice to Montgomery County prior to cancellation or material modification of the insurance.
12. To the fullest extent permitted by law, Consultant will indemnify, defend and hold Montgomery County, IEMA, FEMA, their employees, officers, directors, and agents harmless, from and against all liability, claims, losses, costs, expenses and fees arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any negligent or wrongful acts, errors or omissions of Consultant, its agents, employees, consultants or suppliers.

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

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

13. Consultant will not disclose any confidential or proprietary information of Montgomery County unless authorized in writing by Montgomery County to do so. Consultant's employees, officers, agents, consultants and suppliers will also be bound to this same obligation.
14. Consultant will comply with all applicable health, safety, environmental protection, quality assurance and quality control requirements of Montgomery County, IEMA, FEMA, federal, state and local authorities. Montgomery County, IEMA and FEMA will be entitled to make inspections of Consultant's services and premises ascertain compliance. Montgomery County's, IEMA's or FEMA's failure to make any such inspections or any other inspections, tests or reviews or to discover defective or deficient work, data, materials or other services will not relieve Consultant of any responsibility Consultant may have for the same under this Agreement.
15. This Agreement will be governed by Illinois laws. Upon mutual agreement, any or all disputes may be resolved by binding arbitration in accordance with state law. If any litigation or arbitration is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs and litigation expenses.
16. Consultant is fully responsible to Montgomery County for the errors, acts or omissions of all persons or entities directly or indirectly performing or furnishing any of Consultant's services under this Agreement and Consultant will bind all such persons or entities to perform their services in the same manner and to the same extent as Consultant is bound by this Agreement.
17. If Consultant becomes insolvent or is otherwise in default of this Agreement, Montgomery County may, without prejudice to any of its other rights or remedies and without liability to Consultant, terminate this Agreement and complete the services Consultant was obligated to provide hereunder as Montgomery County deems appropriate.
18. All communications required by this Agreement may be personally delivered or mailed to the other party at the address set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.
19. This Agreement contains the parties' entire understanding and supersedes all prior negotiations or agreements over the services described herein. This Agreement may only be modified by written instrument duly executed by both parties, except as otherwise provided herein.

- 20. This Agreement is effective on the first day that all of the following are met: 1) Agreement is properly executed; 2) FEMA approves the grant application.
- 21. The rights and interests under this Agreement cannot be assigned without the written consent of the other party. Unless otherwise specifically stated in any such consent, the Assignor will not be released from any responsibility under this Agreement.
- 22. To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto.
- 23. The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

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

Johnson, Depp & Quisenberry, P.S.C.

Montgomery County, Illinois

"CONSULTANT"

"Montgomery County"

BY: Mike Bruce, P.E.

BY: Mike Plunkett

NAME: *Mike Bruce*

NAME: *Michael Plunkett*

TITLE: President

TITLE: Chairman, County Board

ADDRESS: 2625 Frederica Street
Owensboro, KY 42301

ADDRESS: #1 Courthouse Square
Hillsboro, IL 62049

TELEPHONE: (270) 926-1808

TELEPHONE: (317) 532-9530

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 12-08**

SECTION 09-00000-00-CS

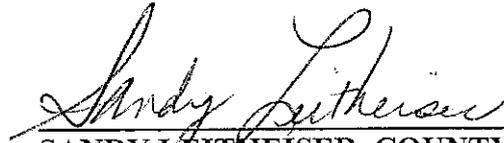
SALARY OF COUNTY ENGINEER

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

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of September, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of September, 2008.



SANDY LEITHEISER, COUNTY CLERK

RESOLUTION 08 - 18

AUTHORIZING MONTGOMERY COUNTY TO ACCEPT PAYMENT BY CREDIT CARD

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

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

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

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

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



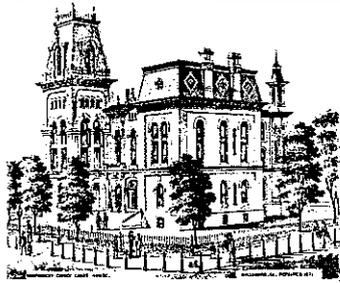
Mike Plunkett, Chairman
Montgomery County Board

ATTEST:



Sandy Leitheiser, County Clerk

*Document approved
in Aug redigned
in Dec due
to revision*



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF FILLMORE

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

WITNESSETH

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

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

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

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

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

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

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

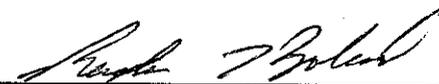
This Agreement is adopted and set in force on 12/8, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF FILLMORE, ILLINOIS

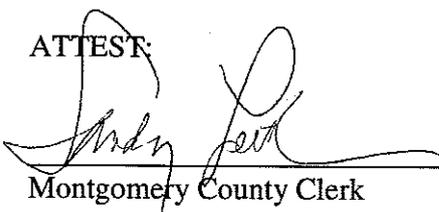


 Chairman, County Board

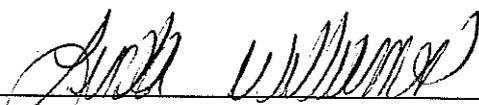


 Village President

ATTEST:



 Montgomery County Clerk



 Village Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT**Ownership**

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

Licensee Generated Data

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

Copyright

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

**“Montgomery County GIS
Copyrighted by Montgomery County”**

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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

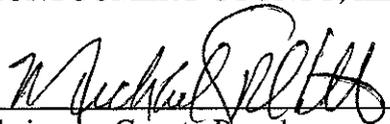
Assignment

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

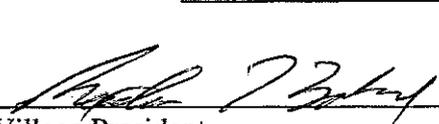
This Agreement is adopted and set in force on 12/8, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF FILMERE, ILLINOIS



Chairman, County Board



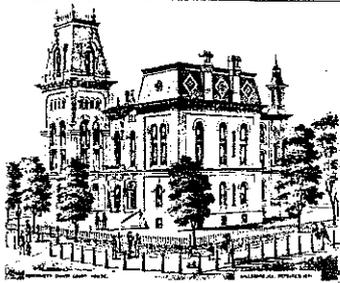
Village President

ATTEST:


Montgomery County Clerk



Village Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY

VILLAGE OF AND FILLMORE

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

WITNESSETH

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

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

Termination

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

Assignment

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

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

MONTGOMERY COUNTY, ILLINOIS

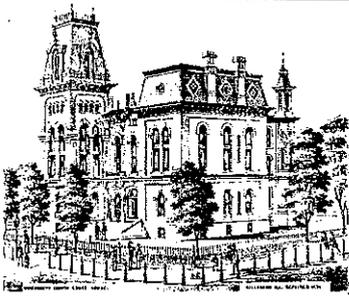
VILLAGE OF FILLMORE, ILLINOIS

[Signature]
Chairman, County Board

[Signature]
Village President

ATTEST:
[Signature]
Montgomery County Clerk

[Signature]
Village Clerk



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF SCHRAM CITY

8th 187

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

*Also signed again
in Dec, 2008
By all parties
Originals filed together*

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the Village of Schram City, State of Illinois, a municipality, are non-home rule units of government provided for in the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore enter into Intergovernmental Agreements with other governmental bodies; and

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

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

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

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

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

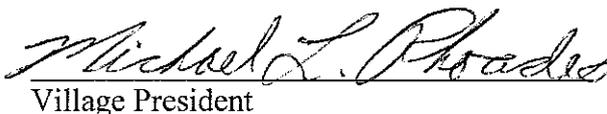
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This Agreement is adopted and set in force on 2 September, 2008, by:

MONTGOMERY COUNTY, ILLINOIS

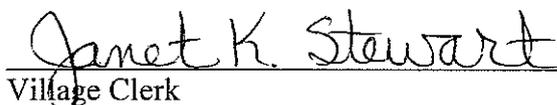
VILLAGE OF Schram City, ILLINOIS


Chairman, County Board


Village President

ATTEST:


Montgomery County Clerk


Village Clerk

Ownership

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

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

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Assignment

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

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF Schram City, ILLINOIS


Chairman, County Board


Village President

ATTEST:


Montgomery County Clerk


Village Clerk



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

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WITNESSETH

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

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

Termination

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

Assignment

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

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

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF SCHRAM CITY, ILLINOIS

Michael J. P. H.
 Chairman, County Board

Michael L. Rhoades
 Village President

ATTEST:

Andy Lathew
 Montgomery County Clerk

Janet K. Stewart
 Village Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 13-08

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$5,983.06 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

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

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2007.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of October, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of October, 2008.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Irving	50%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 14-08**

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

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

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

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of \$2,921.13 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

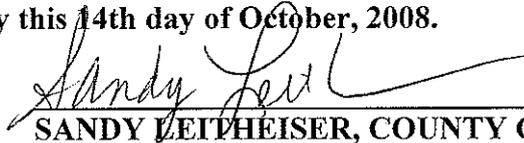
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

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

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2007.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of October, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of October, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Raymond	50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 15-08

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$4,373.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

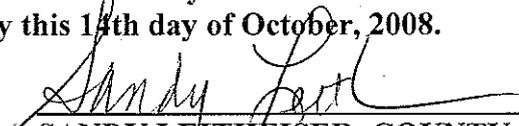
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

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

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2007.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of October, 2008.

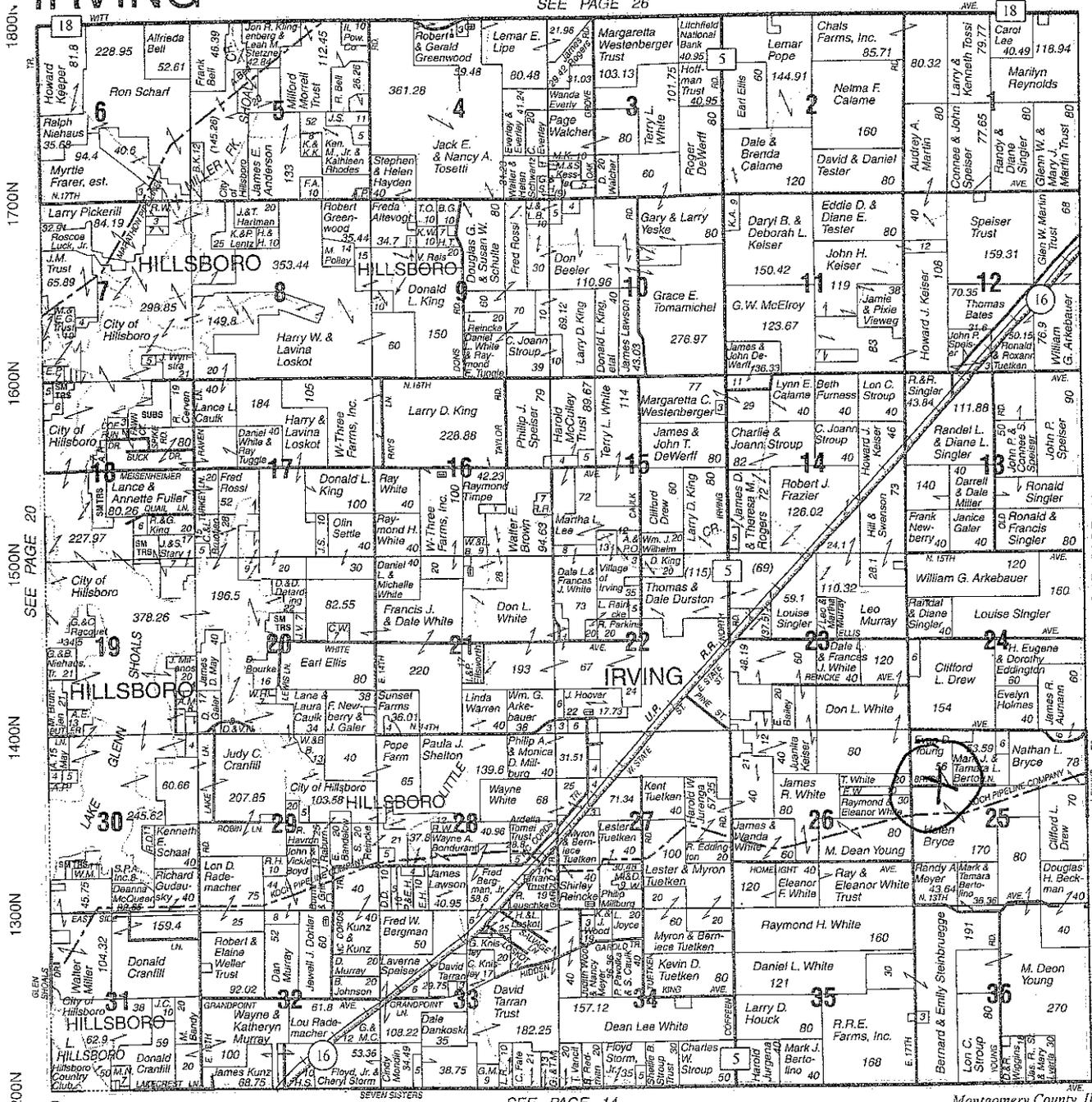
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of October, 2008.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Irving 50%

IRVING

SEE PAGE 26



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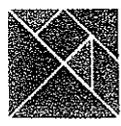
SEE PAGE 14

Montgomery County, IL

1200E 1300E 1400E 1500E 1600E 1700E 1800E

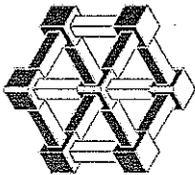
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McDonough-Whitlow, P.C.

Consulting Engineers & Land Surveyors

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

CLIENT: Montgomery County Highway Department

DATE: October 2, 2008

PROJECT NO: Various

PROJECT NAME/LOCATION: Miscellaneous survey work

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

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

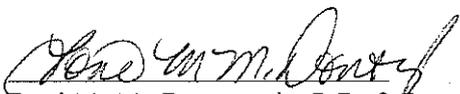
SPECIAL CONDITIONS:

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

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

SUBMITTED BY:

McDONOUGH -WHITLOW, P.C.


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

ACCEPTED BY:

 10/14/08
(DATE)

Montgomery Co Board Chairman
Title

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

TERMS AND CONDITIONS

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

ACCESS TO SITE & RELIANCE ON DOCUMENTS:

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

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

FEE:

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

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

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

PROVISIONS CONCERNING BILLING/PAYMENTS:

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

LATE PAYMENTS:

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

INDEMNIFICATION:

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

RISK ALLOCATION:

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

SCHEDULE FOR RENDERING SERVICES:

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

TERMINATION OF SERVICES:

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

OWNERSHIP OF DOCUMENTS:

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

USE OF PHOTOS:

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

APPLICABLE LAWS:

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

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

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

Project Description

Name CH #8 Route FAS 21 Length 500 feet Structure No. 068-3009 E
 Termini Located in Fillmore Township, Section 7, T. 8 N., R. 2W

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

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make Cause to be made such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

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

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

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

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

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

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

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

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

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

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

Donough-Whitlow, P.C.
 138 E. Wood Street
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October 7, 2008

PROJECT PLAN MANHOOR ESTIMATE
Abbreviated BCR

M-W #08-048

BOOK 1

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

Direct hourly rates
TOTAL DIRECT SALARY \$ 529.00
 Multiplier 2.8
TOTAL DIRECT LABOR FEE \$ 1,481.20

DIRECT COSTS

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

TOTAL COST BCR \$ 1,557.38

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PROJECT PLAN MANHOUR ESTIMATE
Project Development Report & ESR

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

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

DIRECT COSTS

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

TOTAL COST BCR \$ 4,345.55

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PROJECT PLAN MANHOURL ESTIMATE
Route & Hydraulic Survey

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

Direct hourly rates
TOTAL DIRECT SALARY Multiplier
TOTAL DIRECT LABOR FEE

35.00	18.57	14.63	11.00
0.00	0.00	1,111.50	0.00
		225.00	
			1,476.50
			2.8
			\$ 4,134.20

DIRECT COSTS
 Mileage
 CADD
TOTAL DIRECT COSTS

\$0.505 /mi.	25 mi rd trip	
\$12.50 /hour	12 hours	
	4 trips	
		\$ 200.50
		\$ 4,334.70

TOTAL COST

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PROJECT PLAN MANHOUR ESTIMATE
ROW Survey

October 7, 2008
 M-W #08-048

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

Direct hourly rates
TOTAL DIRECT SALARY 35.00 18.57 14.63 11.00
 Multiplier 0.00 210.00 117.00 0.00 \$ 1,072.68
TOTAL DIRECT LABOR FEE \$ 3,003.50

DIRECT COSTS

Mileage	\$0.505 /mi	1 trips	TOTAL	\$ 12.63
Postage	\$3.95 /package	1 packages		\$ 3.95
CADD	\$12.50 /hour	16 hours		\$ 200.00
TOTAL DIRECT COSTS				\$ 216.58
TOTAL COST				\$ 3,220.08

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PROJECT PLAN MANHOURL ESTIMATE
 Bridge

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

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

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

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PROJECT PLAN MANHOUR ESTIMATE
 Bridge

800X

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

3. FINAL BRIDGE PLANS								
0.1 Review IDOT Comments				4				4
0.2 CADD Revisions				4		8		12
0.3 Compile Computations							2	2
0.4 Shop Drawing Review				2	6		0.5	8.5
TOTAL FINAL BRIDGE PLANS		0	0	10	6	8	2.5	26.5
4. QA/QC		2					6	2
5. ADMINISTRATION		2					6	8

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

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PROJECT PLAN MANHOURL ESTIMATE
 Bridge

October 7, 2008
 M-W #08-048

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

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October 7, 2008

PROJECT PLAN MANHOURLY ESTIMATE
 Roadway Plans

M-W #08-048

PRODUCT/ACTIVITY DESCRIPTION	CLASS GRADE	QA/QC	SE	E II	E I	T III	C I	TOTAL
1. Roadway Design								
0.1 Review Survey information					4			4
0.2 Develop Proposed Profile				1	4			5
0.3 Traffic Control Plan				1	2			3
0.4 SWPPP					4			4
Total Roadway Design		0	0	2	14	0	0	16

2. PREFINAL ROADWAY PLANS								
0.1 Cover Sheet					2	8		10
0.2 Summary of Quantities/Typical Section/ General Notes					16	20		36
0.3 Plan & Profile					16	24		40
0.4 SWPPP plan - 1 sheet				1	4	8		13
0.5 Cross Sections - 8 sheets					8	24		32
0.6 Special Provisions - roadway specific & SWPPP				1	4		1	6
0.7 Estimate of Time					2		2	4
0.8 Plan Review				10				10
TOTAL PREFINAL PLANS		0	0	12	52	84	3	151

3. FINAL ROADWAY PLANS								
0.1 Review IDOT Comments				4				4
0.2 CADD Revisions				4		8		12
TOTAL FINAL PLANS		0	0	8	0	8	0	16
4. QA/QC		2						2
5. ADMINISTRATION		2						2

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

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

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

Project Description

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

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

Agreement Provisions

I. THE ENGINEER AGREES,

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

The undersigned certifies neither the ENGINEER nor I have:

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

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

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

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

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

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

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element) $0.37(DL) + DL + R(DL) + OH(DL) + IHDC$

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

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

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

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

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

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

Exhibit A - Preliminary Engineering

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

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 163.68 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

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

Cost Estimate of Consultant's Services in Dollars

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

FIRM Hurst-Rosche Engineers
Project Montgomery Co. Hwy Dept.
Section No. 08-00129-00-BR
Geotechnical Investigation

Date 10-3-08

Direct Costs:

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

Geotechnical Investigation**Moisture content**

<u>No. of Tests</u>	<u>Unit</u>	<u>Cost</u>
42	@	\$5.00
		\$210.00

Drilling

	<u>No. of Tests</u>	<u>Unit</u>	<u>Cost</u>
Mobilization	1	@	\$400.00
Split Spoon Sampling (0 ft-50 ft)	100	@	\$20.00
Split Spoon Sampling (51ft-75 ft)	50	@	\$22.00
			<u>\$1,100.00</u>

Total Direct Costs**\$3,863.60**

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

ALL UTILITIES

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

POSTAGE

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

COURT ORDERED EXPENSES

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

CONTRACTUAL AND LEASE SERVICES

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

OTHER

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

PAYROLL/SALARY/INSURANCE (the word INSURANCE added 10/14/08

INSURANCE

SOCIAL SECURITY

IRS-941

DEDUCTION CHECKS

REIMBURSE SALARIES

CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS

RETIREE INSURANCE PLAN

DISCLAIMER

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

DATED OCTOBER 14, 2008,



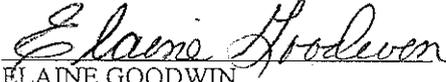
RON JENKINS
MONTGOMERY COUNTY TREASURER



SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER



AIMEE SHELTON
ASSISTANT COUNTY TREASURER



ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

GIS Department, Montgomery County

GIS Data Fee Schedule



Printed Map Products	8.5"X11"	11"X17"	13"X19"	18"X24"
Black & White Parcel Lines	\$2.00	\$5.00	\$7.00	\$10.00
Color Parcel lines	\$3.00	\$6.00	\$8.00	\$13.00
Black & White Orthophotography	\$3.00	\$6.00	\$8.00	\$13.00
Color Orthophotography	\$5.00	\$8.00	\$10.00	\$15.00

- Also available in exported digital form (.jpg or .tif, Limited dpi)-
email or CD (\$2 extra for CD, email is to be prepaid) -
- via

Orthophotography	Coverage	2' Resolution	0.5' Resolution*	Combined
Spring 2003 Mr-Sid(cdrom) or .tif(DVD)	Tile Entire County	\$35.00 \$2,500.00	\$75.00 \$2,500.00	\$3,500.00

Media Cost (Depends on the number of CD's) 3.00 X # of CD's
* Litchfield -\$1300, Hillsboro-\$1000

Tax Parcel Data	Coverage	
	Tile	\$55.00
	Entire County	\$4,500.00

Media Cost (Depends on the number of CD's) 3.00 X # of CD's

Custom Map Work	Map Design	\$60.00/hr (1/2 hr minimum)
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10/8/08

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

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

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

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

**ANNUAL BUDGET
FISCAL YEAR 09
REVENUES**

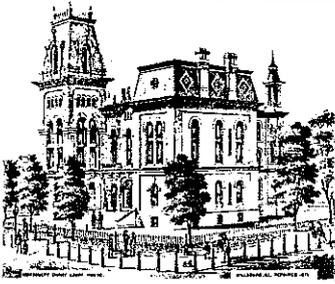
**REQUESTED CHANGES to the 09/09/08 DRAFT
As of 10/09/08**

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

**ANNUAL BUDGET
FISCAL YEAR 09
EXPENDITURES**

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

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



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
VILLAGE OF Butler

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

WITNESSETH

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

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

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

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

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

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

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

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

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF Butler, ILLINOIS

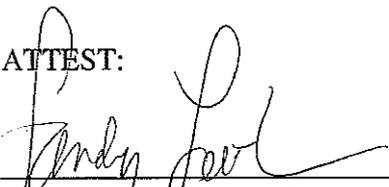


 Chairman, County Board



 Village President

ATTEST:



 Montgomery County Clerk



 Village Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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

Assignment

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

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

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF Butler, ILLINOIS

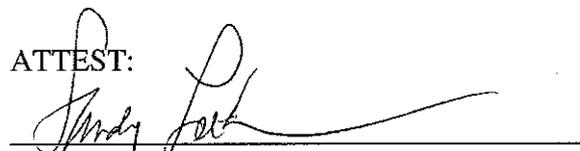


Chairman, County Board



Village President

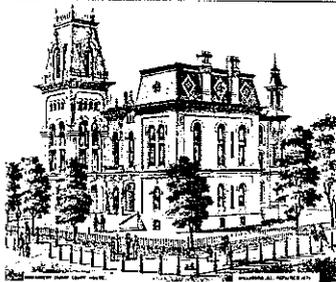
ATTEST:



Montgomery County Clerk



Village Clerk



INTERGOVERNMENTAL WAIVER OF FEES
 BETWEEN
 MONTGOMERY COUNTY
 AND
 VILLAGE OF Butler

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

WITNESSETH

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

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

Termination

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

Assignment

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

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

MONTGOMERY COUNTY, ILLINOIS

VILLAGE OF Butler, ILLINOIS

Michael J. Kelly
 Chairman, County Board

Donald L. Boland
 Village President

ATTEST

Sandy Lee
 Montgomery County Clerk

Kendra Lane
 Village Clerk



Illinois Department of Transportation

**Montgomery County Highway Department #16-08
County Maintenance Resolution**

RESOLVED, by the County board of MONTGOMERY County, that \$810,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2009 and ending December 31, 2009, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

STATE OF ILLINOIS

MONTGOMERY County, } ss.

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

Date

MONTGOMERY County, at its November 12, 2008

meeting held at HILLSBORO

on November 12, 2008
Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in HILLSBORO in said County, this 12th day of November A.D. 2008

Regional Engineer

(SEAL) Sandy Leithaiser County Clerk.

RESOLUTION 08-19

TO ADOPT FISCAL YEAR 2009 FINANCIAL APPROPRIATION ORDINANCE

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

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

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

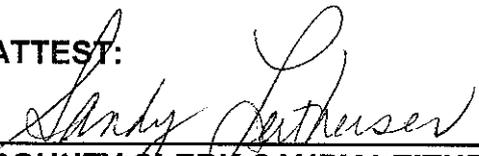
BE IT THEREFORE ADOPTED AND HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that the attached Financial Appropriation Ordinance for Fiscal Year 2009 which commences December 1, 2008, and ends November 30, 2009, is hereby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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

A TAX LEVY FOR THE GENERAL CORPORATE FUND

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

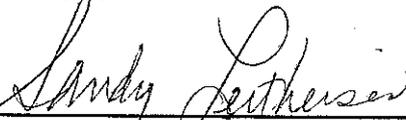
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Six Hundred Seventy-seven Thousand, Five Hundred Dollars and No Cents (\$677,500.00) and the County Clerk is hereby authorized to extend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

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



CHAIRMAN MIKE BLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

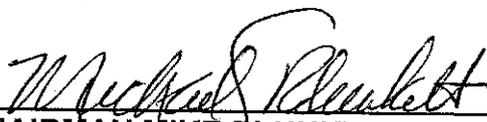
RESOLUTION 08- 21

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

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

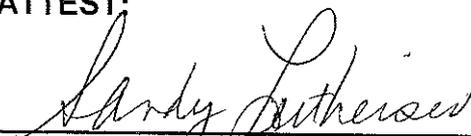
WHEREFORE, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Three Hundred Thirty-five Thousand Dollars and No Cents (\$335,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 22

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

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

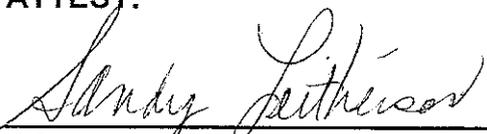
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2008, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Seven Hundred Twenty-four Thousand,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

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

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


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY SANDY LEITHEISER

RESOLUTION 08-23

A TAX LEVY FOR THE SOCIAL SECURITY FUND

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

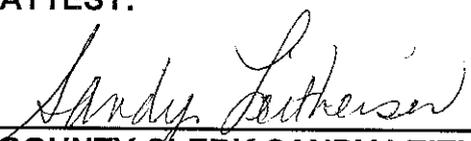
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Two Hundred Eighty-three Thousand Dollars and No Cents (\$283,000.00). The tax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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

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

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

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

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

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

The Unemployment Insurance Act of the State of Illinois, and

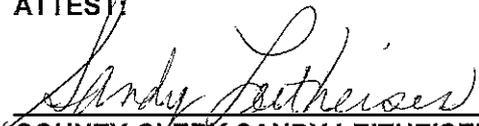
Property and Liability Insurance.

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

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


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 25

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

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

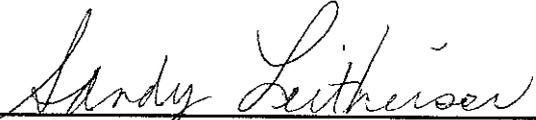
WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-26

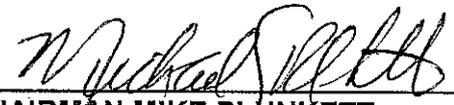
A TAX LEVY FOR THE COUNTY HIGHWAY FUND

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

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

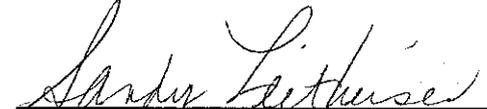
BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2008 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 27

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

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

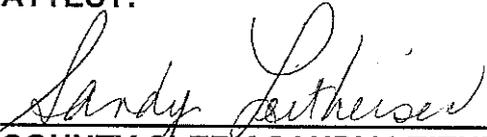
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Sixty-seven Thousand, Five Hundred Dollars and No Cents (\$167,500.00).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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 28

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

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

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

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

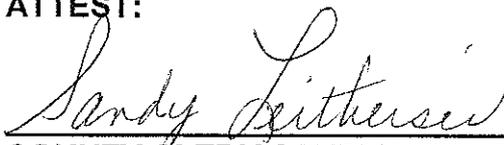
That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Sixty-seven Thousand, Five Hundred Dollars and No Cents (\$167,500.00)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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 29

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled 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 2009 is the sum of \$171,000.00.

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

Equipment, Materials, and Services.

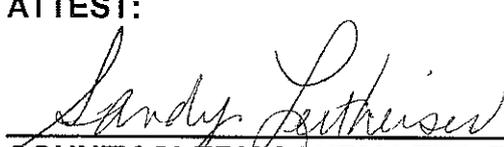
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$171,000.00, said tax to be levied and collected in like manner with the general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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 30

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

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

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

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

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

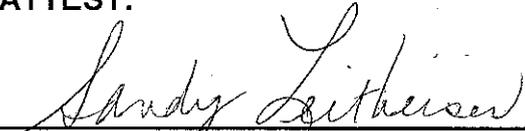
Equipment, Materials, and Services.

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

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


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 31

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled 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 2009 is the sum of \$97,500.00.

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

Equipment, Materials, and Services.

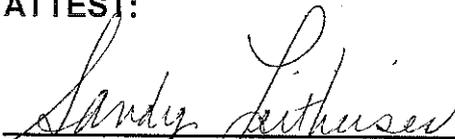
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$97,500.00, said tax to be levied and collected in like manner with the general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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 32

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

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

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

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

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

Equipment, Materials, and Services.

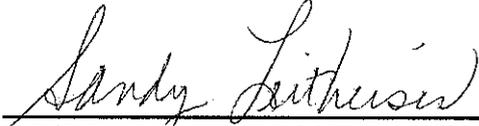
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$40,276.00, said tax to be levied and collected in like manner with the general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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08- 33

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled 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 2009 is the sum of \$65,000.00.

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

Equipment, Materials, and Services.

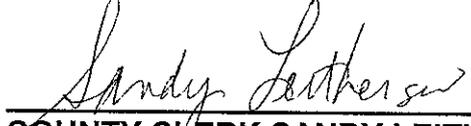
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$65,000.00, said tax to be levied and collected in like manner with the general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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-34

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

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

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

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

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

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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-35

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

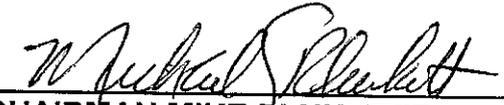
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

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

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

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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-36

A TAX LEVY FOR VETERANS ASSISTANCE

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

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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 08-37

TO SET CERTAIN SALARIES

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

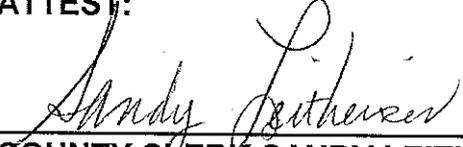
SUPERVISOR OF ASSESSMENTS	\$ 42,538.00
PROBATION OFFICER	\$ 47,474.00
ASSISTANT PROBATION OFFICERS	\$152,660.00

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



 CHAIRMAN MIKE PLUNKETT

ATTEST:



 COUNTY CLERK SANDY LEITHEISER

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

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

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

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

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

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

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

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

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

RESOLUTION 08- 38

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

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

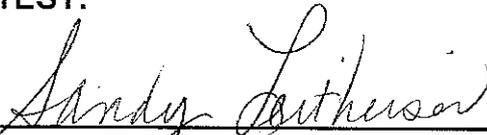
BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2009, commencing December 1, 2008, and ending November 30, 2009, by hereby appropriating the sum of \$11,000 as consideration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

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



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION # 08 - 39

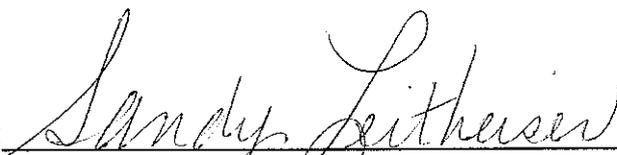
**RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL FOR
2007 TAXES PAYABLE 2008 ON PROPERTY ID #16-02-482-013**

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

Approved by the Montgomery County Board on this 12th day of November 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

- Montgomery County Treasurer/Collector, Ron Jenkins
- Montgomery County Trustee, Dennis Ballinger
- Montgomery County Clerk & Recorder, Sandy Leitheiser
- Montgomery County Chief Assessment Officer, Ray Durston

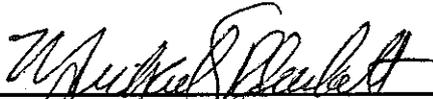
Montgomery County Board

Holiday Schedule for Year 2009

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

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

11/12, 2008


Chairman, Mike Plunkett


County Clerk, Sandy Leitheiser

11/12/08
Date

11/12/08
Date

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

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

SECTION I: Amendments:

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

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

COUNTY OF MONTGOMERY, ILLINIOS: Attest: By Mike Plunkett, County Board Chairman and Andy Jett, County Clerk. Date: 11-20-08

CITY OF HILLSBORO, ILLINOIS Attest: By William Baran, Mayor and David T. Boler, City Clerk. Date: 11-10-08

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

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

VILLAGE OF TAYLOR SPRINGS, IL Attest: By Carl Hallers, Mayor and Andy Laurent, Village Clerk. Date: 11-18-08

CITY OF COFFEEN, ILLINOIS Attest: By Dale Nowlan, Mayor and Carolyn Cooper, City Clerk. Date: 11-17-08

Ordinance No: 08-39A

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

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

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

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

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

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

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

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

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

8-260

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

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

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

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

APPROVED This 12th day of Nov, 2008.

Mike Plunkett
Chairman: Mike Plunkett

ATTEST:
Sandy Leitheiser
County Clerk: Sandy Leitheiser

RESOLUTION # 08 - 40

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

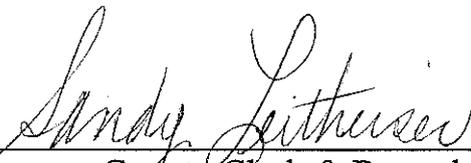
WHEREAS there has been presented to this Board a bill due on Parcel #03-04-100-003, which describes the Green Diamond Bike Trail in Pitman Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2007 payable 2008 be voided.

Approved by the Montgomery County Board on the 12th day of
November 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by:



Montgomery County Clerk & Recorder, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

- Montgomery County Treasurer/Collector, Ron Jenkins
- Montgomery County Trustee, Dennis Ballinger
- Montgomery County Clerk & Recorder, Sandy Leitheiser
- Montgomery County Chief Assessment Officer, Ray Durston

RESOLUTION # 08 - 41RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2007-2008 ON PROPERTY ID #06-07-459-010

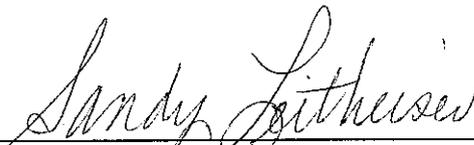
WHEREAS there has been presented to this Board a bill due on Property #06-07-459-010, which describes a parcel in Raymond Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2007 payable 2008 be voided.

Approved by the Montgomery County Board
on the 12th, day of November, 2008.



Montgomery County Board Chairman, Mike Plunkett

Attest by:



Montgomery County Clerk & Recorder, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

Montgomery County Treasurer/Collector, Ron Jenkins
Montgomery County Trustee, Dennis Ballinger
Montgomery County Clerk & Recorder, Sandy Leitheiser
Montgomery County Chief Assessment Officer, Ray Durston

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 17-08

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

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

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

WHEREAS, The Road Districts of WITT and NOKOMIS of Montgomery County have agreed to pay an amount of \$10,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

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

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2007.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of December, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of December, 2008.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

FILED
DEC 9 2008

Sandra Leitheiser COUNTY CLERK

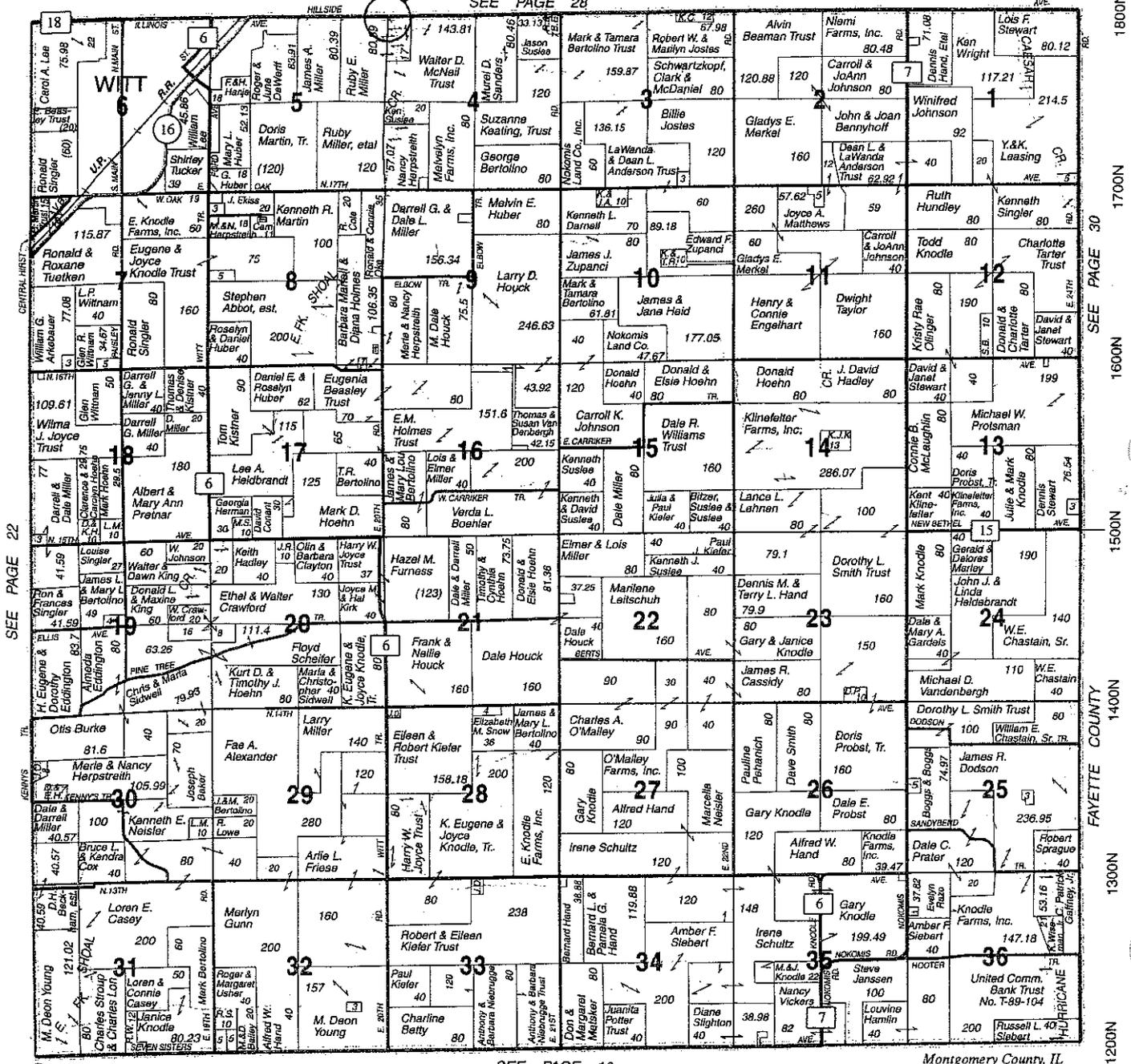
COST BREAKDOWN:
Montgomery County 50%
Witt 13.51%
Nokomis 36.49%

WITT

Project Location

T.9N.-R.2W.

SEE PAGE 28



SEE PAGE 22

1800N
1700N
1600N
1500N
1400N
1300N
1200N

© 2005 Rockford Map Pubs., Inc. SEE PAGE 16 Montgomery County, IL
1800E 1900E 2000E 2100E 2200E 2300E 2400E

Security National Bank

Witt, Illinois 62094
(217) 594-2221 or
(800) 594-0242
Fillmore, Illinois 62032
(217) 538-2265



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



A SOUND INSTITUTION DEDICATED TO SERVICE



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

DATE: November 13, 2008
FROM: Montgomery County Board
TO: Montgomery County Clerk - Sandy Leitheiser
Montgomery County Supervisor of Assessments-Ray Durston
Montgomery County Treasurer/Collector - Ronald Jenkins
RE: Notice From County Officials--Voiding of 2007 Tax Bills

Notice to County Officials:

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

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

Approved by the Montgomery County Board on the 9th day of December of, 2008.

Michael Plunkett
County Board Chairman, Mike Plunkett

William E. Sielschott
Finance Committee Chairman, Bill Sielschott

Attest By: Sandy Leitheiser
Montgomery County Clerk, Sandy Leitheiser

**MONTGOMERY COUNTY TRUSTEE
2007 TAX VOID LIST**

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

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

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

ALL UTILITIES

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

POSTAGE

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

COURT ORDERED EXPENSES

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

CONTRACTUAL AND LEASE SERVICES

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

OTHER

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

PAYROLL/SALARY/INSURANCE

INSURANCE

SOCIAL SECURITY

IRS-941

DEDUCTION CHECKS

REIMBURSE SALARIES

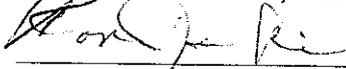
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS

RETIREE INSURANCE PLAN

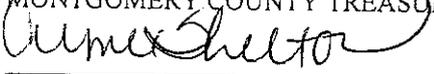
DISCLAIMER

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

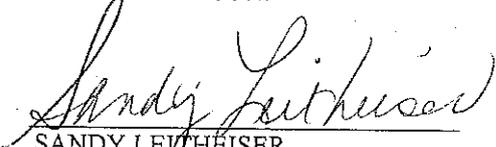
DATED DECEMBER 9, 2008,



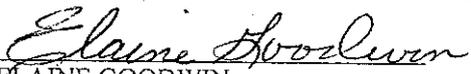
RON JENKINS
MONTGOMERY COUNTY TREASURER



AIMEE SHELTON
ASSISTANT COUNTY TREASURER



SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER



ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

