

*Michael A. Havera, Chairman
Montgomery County Board
#1 Courthouse Sq. P.O. Box 122
Hillsboro, IL 62049
(217) 532-9577*

Tuesday, July 13th, 2004

Tim Mizera
Republican Chairman of Montgomery County
712 E. Broad St.
Raymond, Illinois 62560

Dear Mr. Mizera,

Thank you for your letter dated June 28th, 2004 requesting the appointment of Toby Dean to replace Charles Hampton of District #1 on the County Board.

On Tuesday, July 13th, 2004 in the County Board room of the Historic Courthouse, the Montgomery County Board met and approved the appointment of Toby A. Dean of Raymond to serve on the County Board to replace the resigned seat of Charles Hampton of District #1. Mr. Dean will complete the unexpired term of Charles Hampton. Mr. Dean's term will begin immediately and expire November 30th, 2004.

Sincerely,



Mike Havera, Chairman
Montgomery County Board

Cc: Toby A. Dean

June 18, 2004

Mr. Michael A. Havera, Chairman
Montgomery County Board
#1 Courthouse Square, P. O. Box 122
Hillsboro, Illinois 62049

Dear Chairman Havera,

I regret to inform you that due to continuing health problems I have made the decision to resign from the Montgomery County Board effective immediately.

It has been a privilege to serve on the board and represent District 1 in Montgomery County.

Sincerely,



Charles A. Hampton
153 Goby Trail
Waggoner, IL 62572

Tim Mizera
Montgomery County
Republican Chairman
712 E Broad st.
Raymond IL. 62560
(217) 229-3374

June 28, 2004

FILED
JUN 29 2004

Sandra Lathraier COUNTY CLERK

Montgomery County
Board Chairman
Mike Havera,

After an extensive search and meeting with people deemed qualified to replace Mr. Charles (Jelly) Hampton on the Montgomery County Board, we would appreciate your consideration to appoint Mr. Toby A. Dean to represent District One on the County Board of Montgomery County.

Mr. Deans address is 101 S. Lewis street
P.O. Box 255, Raymond, IL. 62560
Telephone No. (217) 229-3138

Sincerely,
Tim Mizera
Tim Mizera

STATE OF ILLINOIS,

Montgomery

County,

} SS.

OFFICIAL OATH

I, Toby Dean

having been appointed to the office of County Board Member for District #1
(elected or appointed)

in the _____ of _____

in the County of Montgomery aforesaid, DO SOLEMNLY SWEAR

or affirm, that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I

will faithfully discharge the duties of the office of County Board Member for District #1

to the best of my ability.

x Toby Dean

Signed and sworn to before me, _____

July 13, 2004

Sandy Lathesis

Montgomery County Clerk

CERTIFICATE OF APPOINTMENT

State of Illinois)
County of Montgomery)

TO ALL WHOM IT MAY CONCERN:

I, Sandy Leitheiser, County Clerk/Election Authority for the County of Montgomery, do hereby certify that a meeting was held on Tuesday, July 13, 2004 and that Toby Dean of the Village of Raymond residing at 101 South Lewis St., PO Box 255, Raymond, IL 62560, in the County of Montgomery, State of Illinois, was duly appointed to the office of County Board Member for an appointed term commencing on Tuesday, July 13th, 2004 and ending November 30th, 2004.

Sandy Leitheiser

County Clerk/Election Authority

FILE
JUL 13 2004

Sandra Leitheiser COUNTY CLERK

BOOK

5 PAGE

6



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

MEMORANDUM

TO: Sandy Leitheiser, County Clerk & Recorder;
FROM: Jim Roberts, Montgomery County State's Attorney
DATE: July 6, 2004
RE: Compatibility of Offices

Sandy:

Pursuant to our telephone conversation earlier today and the subsequent faxed copy you provided of your earlier request of the Attorney General Opinions Bureau, I do not believe an Attorney General Opinion is necessary to resolve the *Compatibility of Offices* issue you posed as the answer appears apparent by statute.

The specific question, "Can a Village Trustee serving in Raymond, Illinois (2000 Census population:927) be appointed and/or elected to also serve as County Board Member in Montgomery County, Illinois (2000 Census population: 30,652)?"

Sections 50 ILCS 105/1 and 105/2 (copies enclosed) specifically address this issue and appear to allow the two offices to be held simultaneously as long as the municipal population is less than 1000 and the county population is less than 50,000. Accordingly, with the 2000 Census population figures provided reflecting Raymond officially has less than 1000 inhabitants and Montgomery County has less than 50,000 inhabitants, it would not be prohibited under either statutory section and in fact seems to be specifically authorized for a Village Trustee to serve simultaneously on the County Board, and vice versa.

Should you need anything further in this regard, please feel free to contact me.

3 pages total

Jim

A handwritten signature in black ink, appearing to be "Jim Roberts", written over a horizontal line.

Source: Legal > States Legal - U.S. > Illinois > Statutes & Regulations > IL - Illinois Compiled Statutes Annotated, Constitution, Court Rules & ALS, Comb

TOC: Illinois Compiled Statutes Annotated, Rules of Court and ALS > / / > PUBLIC OFFICER PROHIBITED ACTIVITIES ACT > § 50 ILCS 105/1. County board

Terms: 50 ilcs 105/1 (Edit Search)

Select for FOCUS™ or Delivery

50 ILCS 105/1

ILLINOIS COMPILED STATUTES ANNOTATED
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*** THIS SECTION IS CURRENT THROUGH PUBLIC ACT 93-675 ***
*** MAY 7, 2004 ANNOTATION SERVICE ***

CHAPTER 50. LOCAL GOVERNMENT
OFFICERS AND EMPLOYEES
PUBLIC OFFICER PROHIBITED ACTIVITIES ACT

♦ GO TO THE CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

50 ILCS 105/1 (2004)

§ 50 ILCS 105/1. County board

Sec. 1. County board. No member of a county board, during the term of office for which he or she is elected, may be appointed to, accept, or hold any office other than (i) chairman of the county board or member of the regional planning commission by appointment or election of the board of which he or she is a member or (ii) alderman of a city or member of the board of trustees of a village or incorporated town if the city, village, or incorporated town has fewer than 1,000 inhabitants and is located in a county having fewer than 50,000 inhabitants, unless he or she first resigns from the office of county board member or unless the holding of another office is authorized by law. Any such prohibited appointment or election is void. This Section shall not preclude a member of the county board from being selected or from serving as a member of a County Extension Board as provided in Section 7 of the County Cooperative Extension Law [505 ILCS 45/7], as a member of an Emergency Telephone System Board as provided in Section 15.4 of the Emergency Telephone System Act [50 ILCS 750/15.4], or as appointed members of the board of review as provided in Section 6-30 of the Property Tax Code [35 ILCS 200/6-30]. Nothing in this Act shall be construed to prohibit an elected county official from holding elected office in another unit of local government so long as there is no contractual relationship between the county and the other unit of local government. This amendatory Act of 1995 is declarative of existing law and is not a new enactment.

HISTORY:

Source: P.A. 87-146; 87-350; 87-847; 88-623, § 3; 89-89, § 40; 91-732, § 10; 92-111, § 10.

NOTES:

NOTE.

This section was Ill.Rev.Stat., Ch. 102, para. 1.

Source: [Legal](#) > [States Legal - U.S.](#) > [Illinois](#) > [Statutes & Regulations](#) > [IL - Illinois Compiled Statutes Annotated, Constitution, Court Rules & ALS, Comb](#) [1]
TOC: [Illinois Compiled Statutes Annotated, Rules of Court and ALS](#) > [L](#) > [P](#) > [PUBLIC OFFICER PROHIBITED ACTIVITIES ACT](#) > § 50 ILCS 105/2. [Alderman or board of trustees member]
Terms: 50 ilcs 105/1 (Edit Search)

Select for FOCUS™ or Delivery

50 ILCS 105/2

ILLINOIS COMPILED STATUTES ANNOTATED
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*** THIS SECTION IS CURRENT THROUGH PUBLIC ACT 93-675 ***
*** MAY 7, 2004 ANNOTATION SERVICE ***

CHAPTER 50. LOCAL GOVERNMENT
OFFICERS AND EMPLOYEES
PUBLIC OFFICER PROHIBITED ACTIVITIES ACT

♦ [GO TO THE CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION](#)

50 ILCS 105/2 (2004)

[Prior to 1/1/93 cited as; Ill. Rev. Stat., Ch. 102, para. 2]

§ 50 ILCS 105/2. [Alderman or board of trustees member]

Sec. 2. No alderman of any city, or member of the board of trustees of any village, during the term of office for which he or she is elected, may accept, be appointed to, or hold any office by the appointment of the mayor or president of the board of trustees, unless the alderman or board member is granted a leave of absence from such office, or unless he or she first resigns from the office of alderman or member of the board of trustees, or unless the holding of another office is authorized by law. The alderman or board member may, however, serve as a volunteer fireman and receive compensation for that service. Any appointment in violation of this Section is void. Nothing in this Act shall be construed to prohibit an elected municipal official from holding elected office in another unit of local government as long as there is no contractual relationship between the municipality and the other unit of local government. This amendatory Act of 1995 is declarative of existing law and is not a new enactment.

HISTORY:

Source: P.A. 87-350; 87-847; 89-89, § 40.

NOTES:

NOTE.

This section was Ill.Rev.Stat., Ch. 102, para. 2.

EFFECT OF AMENDMENTS.

The 1995 amendment by P.A. 89-89, effective June 30, 1995, added the fourth and fifth sentences.

RESOLUTION NO. 04-23

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

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

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

The East Thirty-five (35) feet of Lots Two (2), Four (4) and Six (6) in Block "I" of J. H. Berry's Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois.15-04-185-013

Parcel Index # 16-001-437-00

as described in Certificate No. 290 sold October 30, 2000.

WHEREAS, a public auction was held March 31, 2004, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13th day of July, 2004.

Mike A. Guen
CHAIRMAN

ATTEST:

Sandy Luthersen
Clerk of the Board

DEED

200400020505
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-16-2004 At 08:24 am.
QUIT CLAIM 29.00
DR Book 1013 Page 51 - 51

Return Deed &
Mail Tax Statement To:

Randy Boerckel and Theresa Boerckel
312 E Tyler Ave
Litchfield, IL 62056-2241

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: RANDY BOERCKEL AND THERESA BOERCKEL AS JOINT TENNANTS

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

The East Thirty-five (35) feet of Lots Two (2), Four (4) and Six (6) in Block "I" of J. H. Berry's Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois.15-04-185-013

Permanent Index No.: 16-001-437-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 13th day of July, 2004.

ATTEST
Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

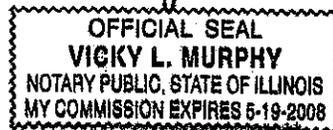
Given under my hand and notarial seal, this 13th day of July 2004.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION NO. 04-24

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

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

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

Lots 1, 2 and 3 in Block 1 in Miller's Subdivision of part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 8 North, Range 4 West of the Third Principal Meridian, situated in Montgomery County, Illinois.16-01-451-016

Parcel Index # 08-202-794-00

as described in Certificate No. 135 sold October 30, 2000.

WHEREAS, a public auction was held March 31, 2004, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13th day of July, 2004.

Mike A. Powers

CHAIRMAN

ATTEST:

Sandy Lutherser
Clerk of the Board

DEED

Return Deed & Mail Tax Statement To:

Harry W. Logan
1306 E. Brailley Street
Hillsboro, IL 62049

200400020506
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-16-2004 At 08:24 am.
QUIT CLAIM 29.00
OR Book 1013 Page 52 - 52

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: HARRY W. LOGAN

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

Lots 1, 2 and 3 in Block 1 in Miller's Subdivision of part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 8 North, Range 4 West of the Third Principal Meridian, situated in Montgomery County, Illinois. 16-01-451-016

Permanent Index No.: 08-202-794-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 13th day of July, 2004.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

Mike Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

Given under my hand and notarial seal, this 13th day of July 2004.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION NO. 04-25

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

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

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

Lot Fifty-six (56) in Rountree's Addition to East Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois.16-01-333-002

Parcel Index # 08-201-682-00

as described in Certificate No. 115 sold October 30, 2000.

WHEREAS, a public auction was held March 31, 2004, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13th day of July, 2004.

Mike A. Hovner
CHAIRMAN

ATTEST:

Sandy Lutherser
Clerk of the Board

DEED

BOOK 5 PAGE 14

200400020507
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-16-2004 At 08:24 am.
QUIT CLAIM 29.00
OR Book 1013 Page 53 - 53

Return Deed &
Mail Tax Statement To:

Robert D. and Jo Ann King
135 Robin Lane
Hillsboro, IL 62049

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

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

Lot Fifty-six (56) in Rountree's Addition to East Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois.16-01-333-002

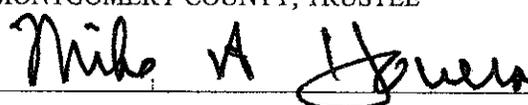
Permanent Index No.: 08-201-682-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 13th day of July, 2004.

ATTEST:

County Clerk of Montgomery County, Illinois

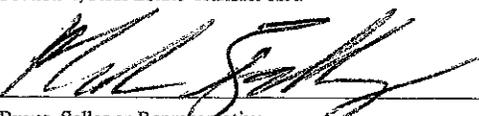
MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

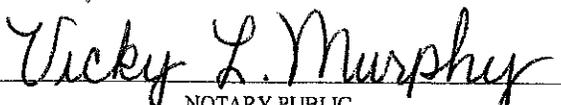
STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

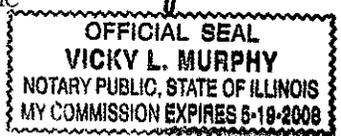
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 13th day of July, 2004.

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


Buyer, Seller or Representative


NOTARY PUBLIC



RESOLUTION NO. 04-26

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

The West 25 feet of Lot 10 in Block 12 in Hardebeck's Addition, now within the corporate limits of the Village of Schram City, Montgomery County, Illinois.17-07-132-009

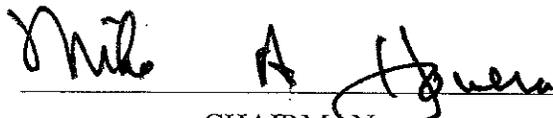
Parcel Index # 04-002-344-00

as described in Certificate No. 55 sold October 30, 2000.

WHEREAS, a public auction was held March 31, 2004, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13th day of July, 2004.


CHAIRMAN

ATTEST:


Clerk of the Board

DEED

BOOK 5 PAGE 16

200400020508
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-16-2004 At 08:24 am.
QUIT CLAIM 29.00
OR Book 1013 Page 54 - 54

Return Deed &
Mail Tax Statement To:

Robert D. and Jo Ann King
135 Robin Lane
Hillsboro, IL 62049

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

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

The West 25 feet of Lot 10 in Block 12 in Hardebeck's Addition, now within the corporate limits of the Village of Schram City, Montgomery County, Illinois. 17-07-132-009

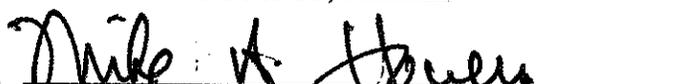
Permanent Index No.: 04-002-344-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 13th day of July, 2004.

ATTEST

County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

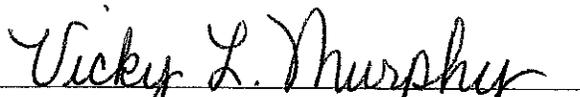
STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

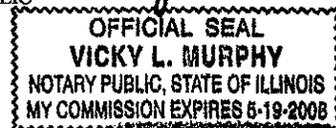
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 13th day of July 2004.

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


Buyer, Seller or Representative


NOTARY PUBLIC



RESOLUTION NO. 04-27

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

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

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

Lot 48 in Kortkamp, now within the corporate limits of the Villiage of Schram City, excepting therefrom that portion of said Lot dedicated to the State of Illinois for public highway purposes by instrument filed Januaray 31, 1924 in Deed Record 150, page 73, situated in the Villiage of Schram City, Montgomery County, Illinois.

Parcel Index # 04-001-910-00

as described in Certificate No. 44 sold October 26, 1998.

WHEREAS, a public auction was held March 31, 2004, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13th day of July, 2004.

Mike A. Jones
CHAIRMAN

ATTEST:

Sandy Lethuser
Clerk of the Board

DEED

200400020503
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-16-2004 At 08:24 am.
QUIT CLAIM 29.00
OR Book 1013 Page 55 - 55

Return Deed &
Mail Tax Statement To:

Robert D. and Jo Ann King
135 Robin Lane
Hillsboro, IL 62049

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

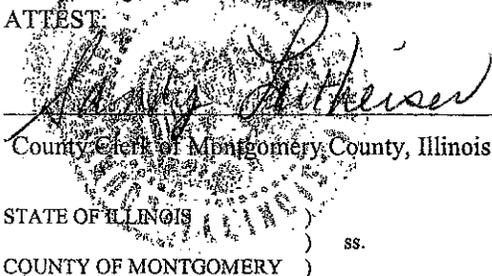
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

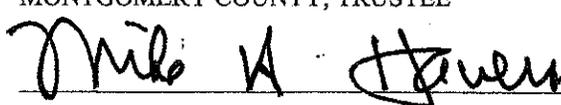
Lot 48 in Kortkamp, now within the corporate limits of the Villiage of Schram City, excepting therefrom that portion of said Lot dedicated to the State of Illinois for public highway purposes by instrument filed Januaray 31, 1924 in Deed Record 150, page 73, situated in the Villiage of Schram City, Montgomery County, Illinois.

Permanent Index No.: 04-001-910400

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 13th day of July, 2004.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

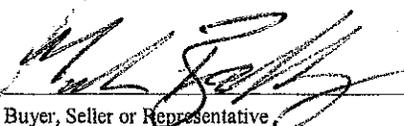
MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

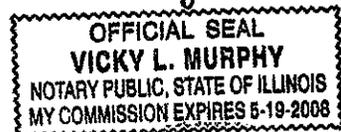
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 13th day of July 2004.

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


Buyer, Seller or Representative


NOTARY PUBLIC



Montgomery County
Building & Grounds

WORK ORDER REQUEST

(To be completed by person making request)

From: _____ Office: _____ Phone: _____

Description of work and exact location. (List only one request per work order)

Today's Date: _____ Time: _____ am pm

Work need to be done: (check one)

1. Immediately _____ 2. As soon as possible _____ 3. When time permits _____

(To be completed by Buildings & Grounds Personnel)

Date Work Order Received: _____ Time: _____ Priority _____

Work Assigned to: _____ Maintenance Custodian Other

Date work started: _____ Time: _____

Date work completed: _____ Time: _____

Disposition of work completed: _____

Were parts purchased: Yes No From Where: _____

B & G Employee Sign Off: _____ Cost: _____

Work Requestor Sign Off: _____

Name of contractor if used: _____ Phone _____

**INTERGOVERNMENTAL EMERGENCY
MUTUAL AID AGREEMENT**

Mutual Aid Agreement Between
Montgomery County
And
Christian County

FILED
AUG 23 2004
Sandra Luthersson COUNTY CLERK

WHEREAS, Illinois law authorizes local governments to contract with each other to provide services, and

WHEREAS, Illinois law and state policy also provides for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions declared by the Governor, and

WHEREAS, Montgomery County finds it to be in its best interest to have such mutual aid agreements with other local governmental bodies in the state and region,

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

1. The Christian County Solid Waste Management Department hereby agrees to provide through its Director or his/her designee such mutual aid as may be requested by Montgomery County, which has emergency conditions of a natural disaster as defined by Illinois Law. The aid rendered shall be to the extent of available personnel and equipment not required for minimal needs of Christian County. The judgment of the Director or his/her designee shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid Montgomery County shall remain employees of Christian County, but shall work under the supervision of the Montgomery County designee of the requesting jurisdiction. Christian County retains the right to withdraw any and all aid rendered upon the direction of the Christian County Director or his/her designee.
3. The Christian County Director or his/her designee will provide a list of hours worked and equipment costs for all such aid rendered to the requesting jurisdiction for all actual costs, and Montgomery County agrees to compensate such claim for costs incurred as expeditiously as possible.
4. Christian County will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. Montgomery County agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify Christian County for any and all claims occurring while its personnel and equipment are working under the direction of the Montgomery County designee. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.

- 5. The purpose of these recitals is to insure that Christian County is reimbursed all costs and assumes no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable, for its refusal to render aid pursuant to this agreement. The Montgomery County designee shall in his/her sole discretion determine the manner which such emergency aid may be used. (or his/her designee in charge of operations)

IN WITNESS WHEREOF, this agreement has been duly executed by the parties subscribed below and is binding upon Christian County and Montgomery County.

Date 8-17-04

Christian County by:

[Signature]

Attest:

[Signature]

Date 7.13.04

Montgomery County by:

[Signature]

Attest:

[Signature]

MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORPORATION

7/12/04 CONCEPT PAPER

Prepared by Montgomery County CCI Economic Development Sub-Committee

BACKGROUND

The County of Montgomery, Illinois is at a crossroads of declining economic health and numerous opportunities to slow or reverse that decline. Two separate analyses performed by the West Central Regional Development Council and the University of Illinois Extension confirm these trends are unique to Montgomery County – when compared to the rest of Illinois and neighboring counties:

- steady erosion of population
- higher unemployment rates than neighboring counties
- high drop out rate of high school students
- lower rate of advanced educational degrees
- old and low cost housing stock
- lower median income
- higher poverty rate

For each of the challenges we face, there are community models that have demonstrated that we can affect positive change and improvement, however the key element of success is timely action.

The studies also affirmed that the county is subject to trends impacting the nation, specifically:

- export of manufacturing industry jobs to lower cost regions in the world
- increased use of “just-in-time-delivery” through over-the-road hauling
- agricultural products moving to destinations based on lowest cost transportation
- more women in workforce (higher workforce participation rate)

WHY START AN ECONOMIC DEVELOPMENT CORPORATION?

BRIGHTER FUTURE

By investing our own dollars and volunteer time in making the corporation a reality, we have committed to shaping a brighter economic future for Montgomery County. We will actively seek to understand problems and opportunities, and implement solutions where possible.

U **UNITY**

This is the first effort to develop and to implement a *countywide* plan to reverse the negative local trends. As part of this effort, the corporation staff would work with the county board economic development committee, member communities, chambers, individual business and industry, school districts, churches, individuals, and others to coordinate comprehensive planning and implementation.

I **INFRASTRUCTURE**

Infrastructure components such as wireless phone access, high-speed Internet access, and reliable water supplies need to be expanded to support this century’s business opportunities and residential demands. A growing economy also affords more tax dollars for maintaining and enhancing existing road, sewer, police protection, emergency services, legal, and utility infrastructure.

L **LEADERSHIP**

This Corporation will serve as the “one-stop-shop” for prospective business and industry operators. An active and diverse board of directors – elected by their peers to serve on the board – will govern the corporation. Professional staff and rotating term limits for directors will ensure continuity between generations of local leaders.

D **DEVELOPMENT**

The Corporation will guide the continual process of development. In the short-term, it will play matchmaker between available workforce and sites, and prospects. Meanwhile, local governments can focus on policies that encourage growth. Over time, the corporation’s work will improve the quality of key features that businesses and residents seek in a location.

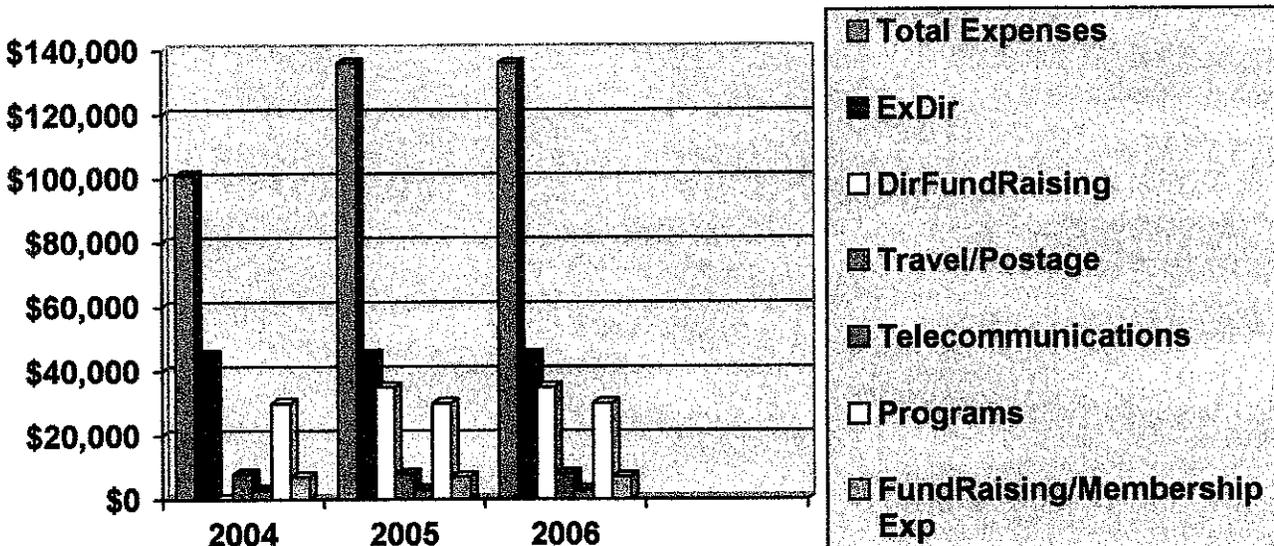
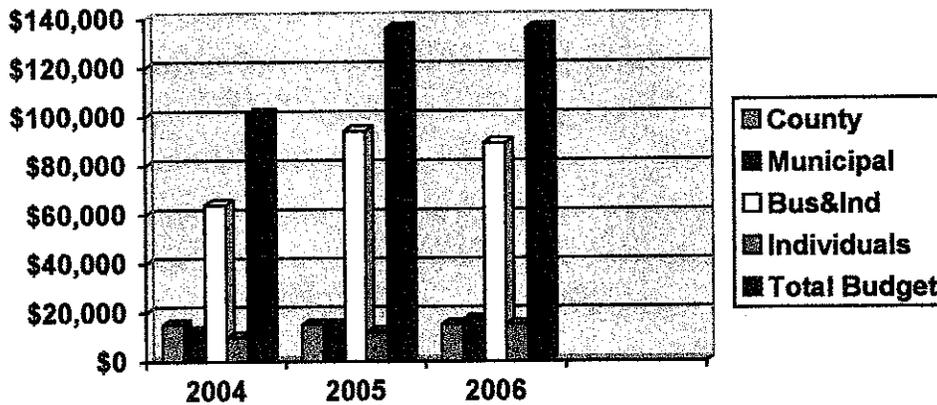
FUNCTIONS

The Economic Development Corporation will:

- maintain current data and analysis of county economic and social trends
- develop and maintain an inventory of available business and industrial sites
- package business and industry recruitment materials
- recruit businesses and residents
- apply for and administer grants (when requested by communities)
- raise funds from existing businesses, communities, industry and individuals to support community and economic development efforts
- support countywide tourism efforts
- involve members in developing annual program of work and drafting a five-year strategic plan
- engage in other activities, as deemed appropriate by the board of directors, to implement the annual program of work and 5-year strategic plan

FUNDING

The CCI Economic Development Subcommittee favors the model of funding an economic development corporation by involving University of Illinois (UI) Extension. UI Extension would match local dollars on a one-to-one basis. The concept paper is floating the idea of each community investing one dollar per capita, the county investing \$15,000 for a total "local match" between \$22,000 and \$30,000, with business, industry and individuals contributing the balance each year for three years.



MEMBERSHIP
AND
DECISION MAKING POWER

The corporation will be a membership organization where dues would support annual operations.

Additional contributions and grants will fund programs to include marketing the county's assets to potential businesses and residents, retaining and expanding existing businesses, recruiting new business and industry, researching county and individual communities' needs and feasible solutions, and providing matching dollars for grants.

MEMBERSHIP – Annual Dues Structure

Voting Membership

County	\$15,000
Municipal	\$1/capita population in municipal limits
Business and Industry ¹	\$2,500
Individual	\$500

Associate Membership (NON-VOTING)

County	\$2500
Municipal	\$.50/capita population in municipal limits
Business and Industry	\$100
Individual	\$50

GOVERNING BOARD

The Governing Board would meet at least quarterly and would be comprised of 9 members.

(2) would represent Countywide interests who were voting members of the Corporation (county board, county water, county housing, public health, Extension) and elected by members of that segment of the membership in a special caucus

(3) would represent Municipal interests who were voting members of the Corporation and elected by their peers who were voting members during a special caucus

(3) would represent Business and Industry, and be elected to serve on the board by that segment of voting members in a special caucus

(1) would represent Individual members, elected by that segment of voting members in a special caucus

By-laws would outline the roles of officers, directors, members, and staff and other procedures.

HIRING PROCESS

If the proposed model of funding is approved by UI Extension at the county, regional and state levels, then the Corporation and a commitment for matching funds must be in place before the hiring process can begin.

At a minimum of the first three years, the Executive Director of the Corporation would be a UI Extension employee. It would be an Educator position that requires a master's degree level of education and some experience. Corporation members will serve on a selection committee to have input into the job description that will be patterned after other county or regional UI Extension Community and Economic Development Educator positions. The Corporation will be involved in the interview process. The Extension regional office will review the Corporation's input as it makes the final decision.

The board of directors and the Program of Work developed by Corporation members will guide the daily activities of the Executive Director (Extension Educator) position.

¹ Churches and Civic Organizations are included in the Business and Industry category.

MSN Home | My MSN | Hotmail | Shopping | Money | People & Chat

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Household Bank
ORCHARD BANK



Hotmail

Today

Mail

Calendar

Contacts

sandyleitheiser@hotmail.com

Free Newsletters |

Reply | Reply All | Forward | Delete | Block | Junk | Put in Folder | Print View | Save Address

From: Bruce Stiles <cannonhunt@yahoo.com> | Inbox
Sent: Thursday, June 24, 2004 2:47 PM
To: sandyleitheiser@hotmail.com
Subject: 12 pounder Confederate Howitzer

To:

Mike Hevera, Chairperson
County Board of Commissioners
County Courthouse
Hillsboro, Illinois

Date: June 24, 2004

Dear Mr. Hevera:

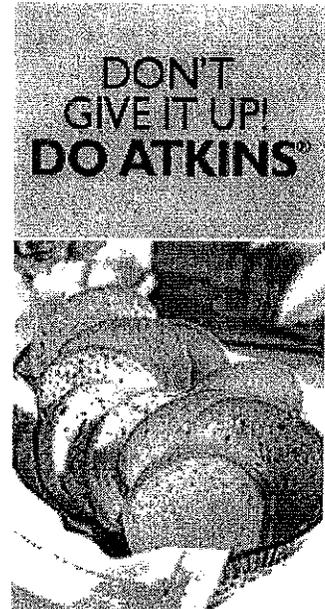
I represent the Civil War Artillery Museum located in Venetia, PA. We are a non-profit museum dedicated to the preservation of Civil War artillery and open to the public at no charge.

We have interest in acquiring and preserving the 12 pounder bronze Confederate howitzer located in front of the courthouse in Hillsboro, Illinois. Our offer to the Board is \$70,000.00 for the original barrel. We can also supply a replica barrel to take the place of the original.

Please present this offer to the Board for their consideration and vote and contact me with questions you may have regarding it or the museum. The original would be much more secure inside our museum where all may enjoy viewing it.

Sincerely,

Bruce P. Stiles
Assistant Curator
The Civil War Artillery Museum
402 Broad Street
Emmaus, PA 18049-0219
1-610-965-8339
cannonhunt@yahoo.com



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RESOLUTION 04- 28

WHEREAS the Montgomery County Board has previously by ordinance authorized the Senior Citizens Assessment Freeze Homestead Exemption in Montgomery County; and

WHEREAS the Illinois legislature has by passage of Senate Bill 2112, now Public Act 93-0715 increased the level of household income for those persons entitled to apply for the exemption from \$40,000 to \$45,000, and has authorized an extension of the application period for the year 2004 only; and

WHEREAS it is necessary by Resolution to authorize the Montgomery County Supervisor of Assessments to extend the period of time for the year 2004 only by which eligible persons may apply for the exemption.

BE IT HEREBY RESOLVED that the Montgomery County Supervisor of Assessments is authorized to accept application for the Senior Citizens Assessment Freeze Homestead Exemption for the year 2004 only until and including the date of November 30, 2004.

APPROVED and ADOPTED this 10th day of August, 2004.

Mike Havera
Mike Havera, Chairman
Montgomery County Board

ATTEST

Sandy Leitheiser
Sandy Leitheiser
County Clerk

RESOLUTION #04-29
CIRCUIT CLERK - SCHEDULE OF FEES
LAW LIBRARY FEE

WHEREAS, Section 5 of the Counties Code has been amended by Public Act 93-748 (HB4370) approved and effective as of July 15, 2004 by changing 55 ILCS 5/5-39001 to authorize the County Board of any county having established a county law library to defray the costs and expenses of maintaining said law library by authorizing an increase in the county law library fee from an amount of "not to exceed \$10.00" to an amount "not to exceed \$13.00," to be charged and collected by the clerk of the trial court located in the county; and

WHEREAS, 55 ILCS 5/5-39001 further directs that said law library fee shall be paid at the time of filing the first pleading, paper, or other appearances filed by each party in all civil cases, but no additional fee shall be required if more than one party is represented in a single pleading, paper or other appearance; and that said fee shall not be charged in any criminal or quasi-criminal case, in any matter coming to the clerk on change of venue, or in any proceeding to review the decision of any administrative officer, agency or body; and

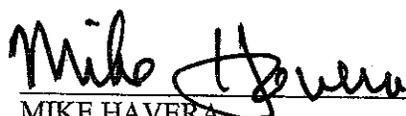
WHEREAS, the fee shall be in addition to all other fees and charges of the clerk, assessable as costs, remitted by the clerk monthly to the county treasurer and retained by the county treasurer in a special fund designated as the County Law Library Fund to be disbursed upon order of the resident circuit court judge of the county; and

WHEREAS, the purpose of the increase in this law library fee is to meet the rising costs necessary to operate and maintain the county law library previously established and being maintained in the Montgomery County Courthouse, and;

WHEREAS, in order to implement this new law library fee, the County Board must authorize the same and advise the Circuit Clerk in writing that the board has acted pursuant to the authority granted to increase the fee and must further direct the circuit Clerk to commence those new charges and collection of the same as provided.

THEREFORE BE IT RESOLVED, that pursuant to authority granted in Public Act 93-748 (HB 4370) the Montgomery County law library fee, established to maintain the county law library, shall be increased from \$10.00 to \$13.00 to be charged and collected at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases, with no additional fee being required if more than one party is represented in a single pleading, paper or other appearance and the same is hereby adopted and set as the law library fee to be assessed by the Circuit Clerk of Montgomery County, and shall be effective with those civil cases filed on or after September 1, 2004.

DATED 10th day of August, 2004


MIKE HAVERA
Chairman, Montgomery County Board

ATTEST:

SANDY LEITHEISER
Montgomery County Clerk

RESOLUTION # 04-30

**RESOLUTION OF THE COUNTY BOARD
VOIDING TAX BILL 2003-2004 FOR THE VACANT LOT PARKING AREA
PURCHASED BY MONTGOMERY COUNTY IN THE CITY OF HILLSBORO**

WHEREAS there has been presented to this Board a bill due on Property #08-201-288-00, which describes the property at 133 North Main Street in the City of Hillsboro, IL and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2003 payable 2004 be voided.

Approved by the Montgomery County Board on the 10th day of August, 2004.

Mike Havera

County Board Chairman Mike Havera

William E. Sielschott

Finance Committee Chairman Bill Sielschott

Attest by: Sandy Leitheiser

Montgomery County Clerk, 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 Sandy Leitheiser
Montgomery County Supervisor of Assessments Julia Kiefer

RESOLUTION # 04 - 31RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2003-2004 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 2003 payable 2004 be voided.

Approved by the Montgomery County Board on the 10th day of August 2004.

Mike Havera

Montgomery County Board Chairman, Mike Havera

William E. Sielschott

Montgomery County Finance Committee Chairman, Bill Sielschott

Attest by:

Sandy Leitheiser

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 Supervisor of Assessments, Julia Kiefer

RESOLUTION

WHEREAS, Montgomery County Highway Department and the 19 Road Districts in Montgomery County had contracted with METAL CULVERTS, INC. to deliver various pipe culverts; and

WHEREAS, METAL CULVERTS, INC. has been unsatisfactory, as a supplier, for the following reasons:

- a.) Poor Workmanship of Pipe Culverts and Delivery Problems;
- b.) Billing Problems; and

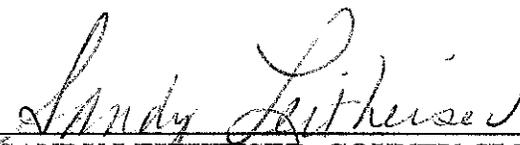
WHEREAS, Article 102.01 of the "Standard Specifications for Road and Bridge Construction", dated January 01, 2002 allows the Local awarding authorities such as Montgomery County Highway Department and the 19 Road Districts of Montgomery County, to refuse bid proposals to material suppliers and contractors for unsatisfactory performance.

THEREFORE, BE IT RESOLVED by the Montgomery County Board that METAL CULVERTS, INC. shall not be issued proposals for Pipe Culverts for 2005.

I, SANDY LEITHEISER, County Clerk, in and for said County in the State of Illinois, 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 County Board of Montgomery County at its adjourned meeting held at Hillsboro, Illinois on September 14th, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County this 14th day of September, 2004.

(SEAL)



SANDY LEITHEISER, COUNTY CLERK

MONTGOMERY COUNTY HIGHWAY DEPT.
RESOLUTION #18-04

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 19-04

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$1,171.00 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	985 B-CA,	See Attached Map	\$2,342.00

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 1996.

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 September, AD, 2004.

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 September, AD, 2004.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Witt 50%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 20-04**

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

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

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

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$1,202.52 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	987 B-CA,	See Attached Map	\$2,405.05

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 1996.

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 September, AD, 2004.

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 September, AD, 2004.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Witt	50%

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

DATE: August 26, 2004

FROM: MONTGOMERY COUNTY BOARD

TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS-JULIE
PAYNE-KIEFER
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS

RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF 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 21-90, SEC 21-95, SEC 21-100, SEC 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 14th DAY OF Sept. 2004.

Mike A. Havera
COUNTY BOARD CHAIRMAN, MIKE HAVERA

William E. Sielschott
FINANCE COMMITTEE CHAIRMAN, BILL SIELSCHOTT

ATTEST BY: Sandy Leitheiser
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

MONTGOMERY COUNTY TRUSTEE
2003-TAX VOID LIST

04-001-417-05
04-000-884-00
04-001-598-00
04-001-630-00
04-001-910-00
04-002-344-00
06-000-731-05
07-000-230-00
08-100-707-93
08-100-707-94
08-103-715-00
08-201-563-00
08-201-682-00
08-202-488-00
08-202-794-00
08-202-810-00
09-000-939-05
09-000-947-00
10-001-315-05
10-002-836-00
11-100-059-00-10
11-100-059-00-14
11-100-059-00-27
11-100-059-00-30
11-100-059-00-43
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11-100-059-91
11-100-059-92
11-100-059-99
13-000-530-00
16-000-669-00
16-000-670-00
16-001-236-00
16-001-437-00
16-001-986-00
16-002-012-00
17-000-464-00
18-000-638-00
18-000-639-00
18-000-651-00
18-000-658-00

RESOLUTION NO. 04-32

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 # 10-001-315-05

as described in Certificate No. 180 sold October 30, 2000.

WHEREAS, a public auction was held March 31, 2004, 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 14th day of Sept., 2004.

Mike A. Hansen

CHAIRMAN

ATTEST:

Sandy Luthers

Clerk of the Board

Permanent Index No.: 10-001-315-05

**ATTACHMENT
LEGAL DESCRIPTION**

A part of Block 68 in P.C. Huggins and Trustees of J.R. Stanford's Addition and Out-lots to Nokomis, Illinois, more particularly described as follows, to wit: Beginning at a point in the West line of said Block 68, 80 feet North of the Southwest corner of said Block 68, and running thence North along the West line of said Block 20 feet; thence East parallel with the South line of said Block 140 feet; thence South parallel with the West line of said Block 20 feet; thence West parallel with the South line of said Block 140 feet to the place of beginning, situated in the City of Nokomis, in Montgomery County, Illinois. 08-23-131-017

DEED

200400021635
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
09-14-2004 At 12:01 pm.
TAX DEED 29.00
OR Book 1024 Page 292 - 293

Instrument Book Page
200400021635 OR 1024 292

Return Deed &
Mail Tax Statement To:

Ron Kahl
123 S. Elm 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: RON KAHL.

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.: 10-001-315-05

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 14th day of Sept, 2004.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leithaiser
County Clerk of Montgomery County, Illinois

Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

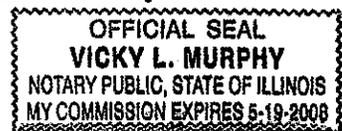
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 14th day of September 2004.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



Permanent Index No.: 10-001-315-05

**ATTACHMENT
LEGAL DESCRIPTION**

A part of Block 68 in P.C. Huggins and Trustees of J.R. Stanford's Addition and Out-lots to Nokomis, Illinois, more particularly described as follows, to wit: Beginning at a point in the West line of said Block 68, 80 feet North of the Southwest corner of said Block 68, and running thence North along the West line of said Block 20 feet; thence East parallel with the South line of said Block 140 feet; thence South parallel with the West line of said Block 20 feet; thence West parallel with the South line of said Block 140 feet to the place of beginning, situated in the City of Nokomis, in Montgomery County, Illinois. 08-23-131-017

RESOLUTION NO. 04-33

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

Lots Four (4) and Five (5) in Block Two (2) of the Original Town of Witt, Illinois

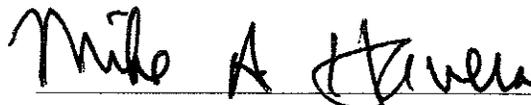
Parcel Index # 18-000-651-00

as described in Certificate No. 341 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 2004, 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.

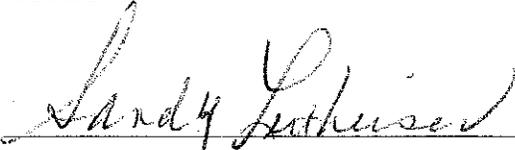
NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer 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 14th day of September, 2004.



CHAIRMAN

ATTEST:



Clerk of the Board

DEED

BOOK 5 PAGE 42

200400021636
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
09-14-2004 At 12:01 pm.
TAX DEED 29.00
OR Book 1024 Page 294 - 294

Return Deed &
Mail Tax Statement To:

William Joe Ray
628 Talmage
Witt, IL 62094

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

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

Lots Four (4) and Five (5) in Block Two (2) of the Original Town of Witt, Illinois

Permanent Index No.: 18-000-651-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 14th day of September, 2004.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leithaiser
County Clerk of Montgomery County, Illinois

Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

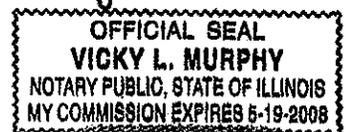
Given under my hand and notarial seal, this 14th day of September 2004.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION '04- 34

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

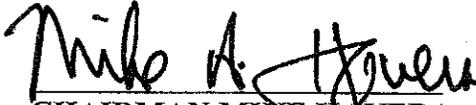
WHEREAS; Montgomery County will have need for an authorized agent for said purpose as of September 1, 2004, and

WHEREAS: Andrea L. Mikolasek is an employee of the Montgomery County Treasurer's Office, and

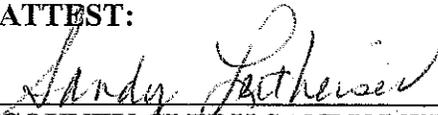
WHEREAS; Andrea L. Mikolasek will be handling payroll duties for Montgomery County.

NOW THEREFORE BE IT RESOLVED; that the Montgomery County Board does this date appoint Andrea L. Mikolasek as Authorized Agent of Montgomery County for the purpose of transacting business with I.M.R.F., on September 1, 2004 and after.

Passed this 14th day of September 2004.


CHAIRMAN MIKE HERRERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/91)

BOOK

5 PAGE 44

INSTRUCTIONS

- Appointment of an Authorized Agent is to be made by passage of a resolution by the governing body.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.

Employer Name <i>Montgomery County</i>	Employer Number (State SSA Number) <i>69-0333045</i>
Type of governing body <i>Government</i>	Effective date of appointment <i>9-1-04</i>
Name of Authorized Agent <i>Andrea L. Mikolasek</i>	Date appointment made <i>9-14-04</i>
Social Security Number <i>326-74-5324</i>	Today's date <i>8-24-04</i>

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

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

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

Andrea L. Mikolasek
Signature of Authorized Agent

Certification

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

of the *Montgomery County* (Name of Employer)

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

SEAL

Sandy Leithaiser
Signature of Clerk or Secretary

Mailing address All correspondence and communications with the Authorized Agent are to be addressed as follows:

Name Mr. <i>Ms. Andrea Mikolasek</i>	Title <i>Payroll Clerk</i>
Employer name <i>Montgomery County</i>	Telephone (include area code) <i>(217) 532-9522</i>
Street (Mailing) Address <i>PO Box 596</i>	City State and ZIP <i>Hillsboro IL 62049</i>

Illinois Municipal Retirement Fund
100 South Wacker Drive, Suite 1000, Chicago Illinois 60606 312/346-6722

RESOLUTION 04- 35

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

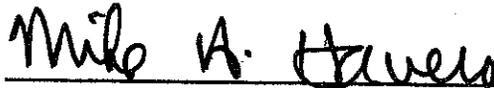
WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2005 is the sum of \$78,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Seventy-eight Thousand Dollars and No Cents (\$78,000.00) 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 \$78,000.00, 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 14th day of September, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 36

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2005 is the sum of \$120,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) 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 \$120,000.00, 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 14th day of September, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 37

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 2005 is the sum of \$55,250.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Fifty-five Thousand, Two Hundred Fifty Dollars and No Cents (\$55,250.00) 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 \$55,250.00, 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 14th day of September, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 38

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 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 Raymond-Harvel Special Service Area for Fiscal Year 2005 is the sum of \$33,360.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Thirty-three Thousand, Three Hundred Sixty Dollars and No Cents (\$33,360.00) for the following purposes:

Equipment, Materials, and Services.

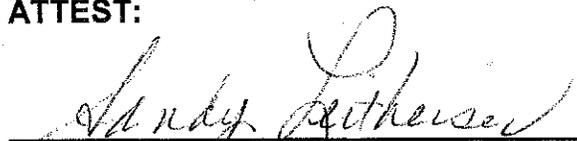
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$33,360.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 14th day of September, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04-39

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 2005 is the sum of \$146,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) 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 \$146,000.00, 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 14th day of September, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 21-04**

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

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$4,212.86 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

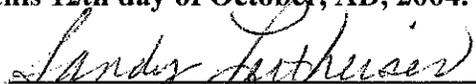
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO (Miller Trail)	1003 B-CA,	See Attached Map	\$8,425.73

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 1996.

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 October, AD, 2004.

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 October, AD, 2004.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Hillsboro	50%

RESOLUTION

RE: Authorization for the Montgomery County Health Department to Participate in an Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois Public Health Mutual Aid System (**IPHMAS**).

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Illinois; and,

WHEREAS, the strength of the public health system of the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and

WHEREAS, local public health department throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health department; and

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and

WHEREAS, the Montgomery County Board of Health has approved the Montgomery County Health Department's active participation in the **Illinois Public Health Mutual Aid System** and recommended that the Montgomery County Board also approve the intergovernmental agreement authorizing the Montgomery County Health Department's participation in the attached **IPHMAS** mutual aid agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Montgomery County, Illinois that the Montgomery County Board is here identified as a party to this intergovernmental agreement and the Montgomery County Health Department is authorized to participate in the **IPHMAS** Mutual Aid Agreement effective upon the approval of this resolution.

PRESENTED, APPROVED AND RESOLVED, by the County Board of Montgomery County, Illinois at the 10/12/04 meeting.

Dated, this 12th day of October, 2004, A.D.

Aye 19 Nay 0 Absent 2

Mark A. Hovew
Chairman, Montgomery County Board

ATTEST:

Sandy Lithered
Clerk of the County Board

[Signature]
Approved to Form: State's Attorney

Resolution Number 04-40

INTERGOVERNMENTAL MUTUAL AID AGREEMENT
for the establishment of the
ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into by and between the units of local government having a local health department which is certified by the Illinois Department of Public Health ("parties") set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

NOW, THEREFORE, in consideration of the foregoing recitals, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by a local public health department outside its territorial limits in order to assist another local public health department is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Illinois. These potential situations include, but are not limited to, bio-terrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the **IPHMAS** to be established through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

SECTION TWO

Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as the follows:

- A. **"ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM"** or **"IPHMAS"**.

An association of local health department certified by the Illinois Department of Public Health whereby aid and assistance is authorized to be provided to a

Stricken Member Entity by the Aiding Member Entity(ies) in accordance with the terms of this Agreement.

- B. "Member Entity": A unit of local government, including but not limited to a county, municipality, township, or public health district, having a local public health department which is certified by the Illinois Department of Public Health and, which participated in the IPHMAS and had been appropriately authorized by its governing body to enter into this Agreement.
- C. "Stricken Member Entity": A Member Entity which requests aid and assistance pursuant to this agreement.
- D. "Aiding Member Entity": A member entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Member pursuant to this Agreement in the event of an emergency.
- E. "Emergency": An occurrence or condition in a Member Entity's territorial jurisdiction which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Member Entity and such that the Member Entity determines the necessity and advisability of requesting aid and assistance, including but not limited to, Bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.
- F. "Executive Board": The governing board of IPHMAS, the composition of which is provided in Section Sixteen herein.
- G. "Local Public Health Officer": The Public Health Administrator/ Executive Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health department operated by a Member Entity.

SECTION THREE

Authority and Action to Effect Aid and Assistance

- A. Authority of Local Public Health Officers. Each party, consisting of the governing body of a Member Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Member Entities in the event of an

Emergency as provided in this agreement and to take necessary action in furtherance of said determinations. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or service, to the extent such aid is not required for adequate protection of the geographic area which is within the jurisdictional boundaries of the Aiding Member Entity. The judgment of the Local Public Health Officer of the Aiding Member Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this Agreement.

- B. Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the Local Public Health Officer of the Stricken Member Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Member Entity (ies). The Illinois Department of Public Health and the Executive Board of the IPHMAS simultaneously shall be notified of the existence of the emergency and the aid being requested.
- C. The Member Entities hereby authorize and direct their respective Local Public Health Officer to participate in an election to select members of the Executive Board and to participate as an Executive Board member should he/she be selected as provided in Section Sixteen.
- D. The Local Public Health Officer of the Aiding Member Entity(ies) shall take the following action immediately upon being requested for aid and assistance under this agreement:
1. Determine what personnel, equipment, supplies and/or services are being requested by the Stricken Member Entity;
 2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Member Entity in response to the request from the Stricken Member Entity;
 3. Dispatch immediately the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Member Entity in accordance with the procedure of IPHMAS;
 4. Notify the Stricken Member Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

SECTION FOUR

Personnel and Equipment

Aiding Member Entity Personnel dispatched to aid and assist a Stricken Member Entity pursuant to this Agreement shall remain employees of the Aiding Member Entity. Aiding Member Entity personnel rendering aid and assistance shall report for direction

and assignment at the scene of the emergency to the Local Public Health Officer of the Stricken Member Entity and his/her designee. The Aiding Member Entity rendering aid and assistance shall at all times have the right to withdraw any and all aid and assistance upon the order of its Local Public Health Officer and his/her designee; provided, however, that the Aiding Member Entity withdrawing such aid and assistance shall immediately notify the Local Public Health Officer of the Stricken Member Entity and his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

Each Member Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Member Entity shall be responsible for the payment of workers' compensation and occupational disease benefit, if any are owed, to its personnel, in the event of compensable injured or illnesses arising out of the activities provided for under this Agreement. Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer," within the meaning of the Illinois Workers' Compensation Act (820 ILCS305) and the Workers' Occupational Disease Act (820 ILCS 310), the party which directly employs personnel shall be responsible for payment of any workers' compensation or occupational disease benefits, if any are owed, as a result of illness or injury arising out of and in the course of the activities provided for under this Mutual Aid Agreement.

SECTION FIVE

Compensation for Aid and Assistance

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Member Entity requesting aid and assistance; however, any expense recoverable from third parties shall be equitably distributed, as determined by the IPHMAS Executive Board, among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

SECTION SIX

Insurance

Each IPHMAS Member Entity shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonable result from the performance of its lawful functions, including

those functions which are contemplated by this Mutual Aid Agreement. Each IPHMAS Member Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owned by one Member Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

SECTION SEVEN

Waiver of Claims

Each IPHMAS Member Entity agrees and hereby releases and waives all claims against all other Member Entities participating in this Mutual Aid Agreement with respect to any loss damage, personal injury, or death sustained by the Member Entity, its employees, or third parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claims alleges gross negligence or willful and wanton misconduct by an IPHMAS Member Entity participating in this Mutual Aid Agreement.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by a Member Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be liability of a Member Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

SECTION NINE

Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any member entity participating herein may terminate its participation in this Agreement which termination shall constitute termination of the Member Entity's participation in the IPHMAS, at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Executive Board specifying the date of termination, such notice to be given at least sixty (60) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in SECTION THIRTEEN hereunder. In the event any Member Entity terminated its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Member Entities who are signatories hereto.

SECTION TEN
Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Member Entity upon execution on behalf of such Member Entity in the manner provided by law.

SECTION ELEVEN
Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

SECTION TWELVE
Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provision of this Mutual Aid Agreement shall survive and shall remain in force and effect.

SECTION THIRTEEN
Notices

All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail to the parties at their official places of business, with a copy sent to such addresses as may be designated from time to time on the IPHMAS Member Entity Roster.

SECTION FOURTEEN
Governing Law

This Mutual Aid Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN
Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. The Executive Board of **IPHMAS** shall maintain a complete set of original counterparts with respect to each party to this Agreement.

SECTION SIXTEEN
Executive Board of IPHMAS

An Executive Board is hereby established for the purpose of facilitating requests for assistance, gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the **IPHMAS**, the executive Board may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Executive Board shall be composed of nine (9) representatives from the **IPHMAS** Member Entities to be elected by a simple majority vote of the Local Public Health Officers representing each participating **IPHMAS** Member Entity. Of those members initially elected, three (3) shall serve for a term of three (3) years; three (3) shall serve for a term of two (2) years; and three (3) shall serve for a term of one (1) year. Thereafter, each elected member shall hold office for a term of three (3) years.

A President and Vice-President of the Executive Board shall be elected from the representative of the Member Entities and shall serve without compensation. The President, Vice-president and other officers as are provided for in the bylaws shall coordinate the activities of the **IPHMAS**.

The Director of the Illinois Department of Public Health (hereinafter "IDPH") may appoint two employees from the Division of Emergency Preparedness and response within IDPH to serve as liaisons between IDPH and local public health entities. Such IDPH employees shall not be members of the Executive Board of the **IPHMAS** but may regularly attend Executive Board meetings and participate as determined by the Executive Board or the Member Entities.

SECTION SEVENTEEN
Duties of the Executive Board

The Executive Board shall perform those duties as stated in this Mutual Aid Agreement, adopt the bylaws, policies and procedures of the **IPHMAS**, for the purpose

of governing the conduct of its own meetings and administrative functions and other relevant matters pertinent to the facilitation and operation of this Mutual Aid Agreement as it deems necessary. The Executive Board's role shall be advisory only and no determination of the Executive Board shall be binding upon any party unless the party has agreed to be bound by such determination in the manner provided by law.

SECTION EIGHTEEN

Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of the bylaws, policies, and procedures of the IPHMAS as adopted by the Executive Board.

Montgomery County Board

Holiday Schedule for Year 2005

December 31, 2004	New Year's Day (Obsv.d)	Friday
January 17, 2005	Martin Luther King Day	Monday
February 21, 2005	President's Day	Monday
March 25, 2005	Good Friday	Friday
May 30, 2005	Memorial Day	Monday
July 4, 2005	Independence Day	Monday
September 5, 2005	Labor Day	Monday
October 10, 2005	Columbus Day (Obsv.d)	Monday
November 11, 2005	Veteran's Day	Friday
November 24, 2005	Thanksgiving Day	Thursday
November 25, 2005	Day after Thanksgiving	Friday
December 26, 2005	Christmas Day (Obsv.d)	Monday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

10/12 2004

Mike A. Haver
Chairman, Mike Havera

10-12-04
Date

Sandy Leitheiser
County Clerk, Sandy Leitheiser

10-12-04
Date

Ordinance No. 04-41

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 and March 24, 2003

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 City of Coffeen be added as a new unit of government in the Montgomery County Enterprise Zone as included in the attached EXHIBIT A, which is attached hereto and made a part hereof by reference.

SECTION II: That in connection with said real estate referred to in EXHIBIT A, the County Clerk shall certify to the County Zone Administrator for the Montgomery County Enterprise Zone and to the Montgomery County Clerk that this Ordinance has been passed, agreeing to the expansion of the Montgomery County Enterprise Zone by including the City of Coffeen as a new unit of government.

SECTION III: The County of Montgomery, Illinois hereby authorizes amendments to the Montgomery County Enterprise Zone Retailers' Occupation Tax as Follows:

Each retailer in Illinois who makes a sale of building materials to be incorporated into real estate in the Montgomery County Enterprise Zone, as supplemented and amended, by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed by the State of Illinois under and pursuant to Retailers' Occupation Tax Act (35 ILCS 120/1) the deduction

allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of any qualified commercial, industrial or manufacturing building for which the Montgomery County Enterprise Zone Administrator has issued a certificate of eligibility qualifying the construction, a copy of which is required to be provided to the applicable retailer at the time of sale and maintained by such retailer in its books and records for the purposes of documenting any such deduction.

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

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

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

PASSED AND ADOPTED This 12th day of Oct, 2004.

Ayes: 19

Nays: 0

Present: 19

Absent: 2

APPROVED This 12th day of Oct, 2004.

Mike A. Haver
Chairman: Mike Havera

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 12th day of Oct. 2004, 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 Unit of Government: That the County Enterprise Zone Ordinance shall be, and is, hereby amended to add The City of Coffeen into the Montgomery County Enterprise Zone. Said real estate is described in the attached EXHIBIT A, which is attached hereto and made a part hereof by reference.

Sales Tax: The County of Montgomery, Illinois hereby authorizes amendments to the Montgomery County Enterprise Zone Retailers' Occupation Tax as Follows:

Each retailer in Illinois who makes a sale of building materials to be incorporated into real estate in the Montgomery County Enterprise Zone, as supplemented and amended, by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed by the State of Illinois under and pursuant to Retailers' Occupation Tax Act (35 ILCS 120/1) the deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of any qualified commercial, industrial or manufacturing building for which the Montgomery County Enterprise Zone Administrator has issued a certificate of eligibility qualifying the construction, a copy of which is required to be provided to the applicable retailer at the time of sale and maintained by such retailer in its books and records for the purposes of documenting any such deduction.

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:

By Mike A. Havera
Michael A. Havera,
County Board Chairman

Attest: (Seal)
Sandy Leith
County Clerk

Date: 10/12/04

CITY OF HILLSBORO, ILLINOIS

Attest: (Seal)

By _____
William Baran, Mayor

City Clerk

Date: _____

CITY OF LITCHFIELD, ILLINOIS

Attest: (Seal)

By _____
John L. Dunkirk, Mayor

City Clerk

Date: _____

VILLAGE OF SCHRAM CITY, ILLINOIS

Attest: (Seal)

By _____
Michael L. Rhoades, Mayor

City Clerk

Date: _____

VILLAGE OF TAYLOR SPRINGS, IL

Attest: (Seal)

By _____
Carl Hallers, Mayor

Village Clerk

Date: _____

CITY OF COFFEEN, ILLINOIS

Attest: (Seal)

By _____
Dale Nowlan, Mayor

City Clerk

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, do hereby certify that I am the County Clerk of the County of Montgomery, Illinois, and I do further certify that I am the keeper of the records, file ordinances, resolutions and records thereof of the County of Montgomery, Illinois, by virtue of my official position as aforesaid, and that the above and foregoing Ordinance No. 04-41, entitled "AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS THE CITIES OF HILLSBORO, LITCHFIELD AND COFFEEN and THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE", adopted at a regular meeting of the County Board of Montgomery County, Illinois on this 12th day of Oct 2004, is a true and correct and perfect copy of said Ordinance as it appears from the original of said Ordinance and the record thereof now on file.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County of Montgomery, Illinois, this 12th day of Oct 2004.

MONTGOMERY COUNTY
BY: Sandy Leit
SANDY LEITHEISER, County Clerk

(SEAL)

RESOLUTION 04-42

TO ADOPT FISCAL YEAR 2005 FINANCIAL APPROPRIATION ORDINANCE

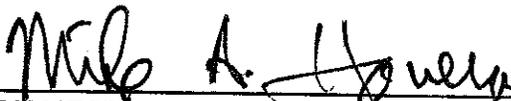
WHEREAS, the Finance Committee of Montgomery County has conducted hearings upon the budget requests and requirements of the various offices and departments of the County of Montgomery, and

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

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

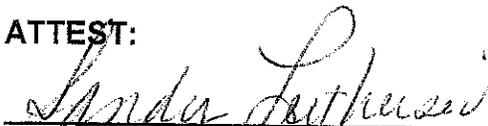
BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2004, that the attached Financial Appropriation Ordinance for Fiscal Year 2005 which commences December 1, 2004, and ends November 30, 2005, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Fourteen Million, Seven Hundred Twenty-six Thousand, Four Hundred Forty-seven Dollars and No Cents. (\$14,726,447.00).

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AYES: 19

NAYES: 0

PRESENT: 19

ABSENT: 2

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2004, after having ascertained the sum of Six Hundred Forty-eight Thousand Dollars and No Cents (\$648,000.00) as being necessary to be raised for General County purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Six Hundred Forty-eight Thousand Dollars and No Cents (\$648,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Six Hundred Forty-eight Thousand Dollars and No Cents (\$648,000.00) provided that the percent of levy shall not exceed .2025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 9th day of November, 2004.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

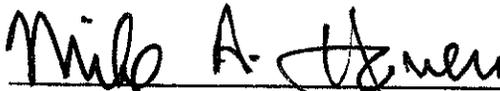
RESOLUTION 04- 44

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2004, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00) is necessary.

WHEREFORE, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's books of Montgomery County for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00) provided that the percent of levy shall not exceed .10 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 45

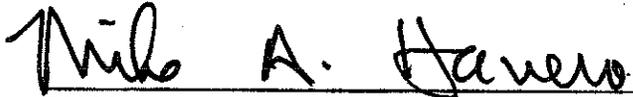
A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Four Hundred Nine Thousand Dollars and No Cents (\$409,000.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT RESOLVED that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Four Hundred Nine Thousand Dollars and No Cents (\$409,000.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Four Hundred Nine Thousand Dollars and No Cents (\$409,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 9th day of November, 2004.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY SANDY LEITHEISER

RESOLUTION 04- 46

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2004, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Four Hundred Seventy-four Thousand Dollars and No Cents (\$474,000.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Four Hundred Seventy-four Thousand Dollars and No Cents (\$474,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 9th day of November, 2004.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
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 2005 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Five Hundred Forty-four Thousand Dollars and No Cents (\$544,000.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:

- The Workmen's Compensation Act of the State of Illinois,**
- The Unemployment Insurance Act of the State of Illinois, and**
- Property and Liability Insurance.**

BE IT FURTHER RESOLVED that the County Clerk of this County shall extend this tax for the current taxable year upon all taxable property in Montgomery County, Illinois, as the same is equalized or assessed by the Department of Revenue of this State, at a rate which will produce the amount of this levy and this tax shall be levied and collected in like manner with the general taxes of this County and this tax shall be and is exclusive of and in addition to the amount of tax levied for general County purposes. All monies derived from this levy shall be used for no other purpose than that set out herein.

APPROVED and ADOPTED this 9th day of November, 2004.

Mike A. Haver
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

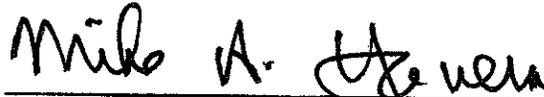
RESOLUTION 04- 48

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2004 after having ascertained the sum of Sixty-two Thousand Four Hundred Sixty Dollars and No Cents (\$62,460.00) 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 Sixty-two Thousand Four Hundred Sixty Dollars and No Cents (\$62,460.00) 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 Sixty-two Thousand Four Hundred Sixty Dollars and No Cents (\$62,460.00) provided that the percent of levy shall not exceed .075 percent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04-49

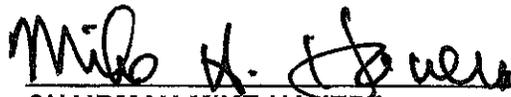
A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00) 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.....\$320,000.00

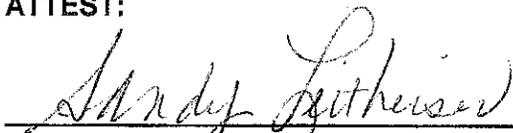
BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2004 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00), provided that the percent of levy shall not exceed .10 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

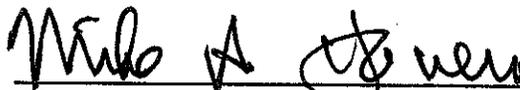
RESOLUTION 04- 50

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to the maximum of all other County taxes which the County is now or may hereafter be authorized by statute to levy upon the aggregate value of all taxable property within the County. Said tax, shall not be extended at a rate exceeding .05 percent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate percent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 51

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

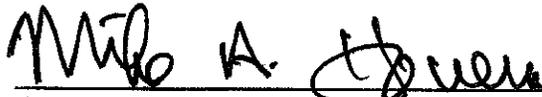
WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and 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 Thousand Dollars and No Cents (\$160,000.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County that for the following purposes and in the following amounts:

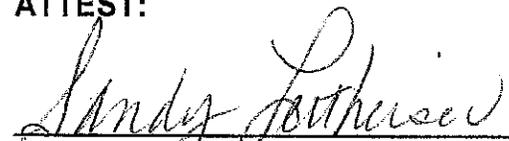
For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$160,000.00

That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) provided that the percent of levy shall not exceed .05 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED this 9th day of November, 2004.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 52

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 2005; and

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$146,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2004, after having ascertained the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

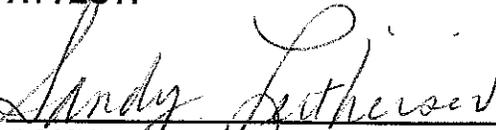
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00), provided that the percent of levy shall not exceed .05 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04-53

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

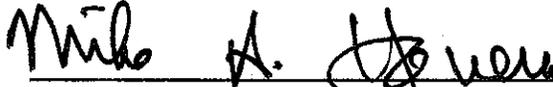
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

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: \$10,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2004, after having ascertained the sum of Ten Thousand Dollars and No Cents (\$10,000.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

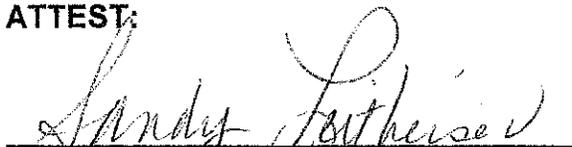
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Ten Thousand Dollars and No Cents (\$10,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Ten Thousand Dollars and No Cents (\$10,000.00), 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 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

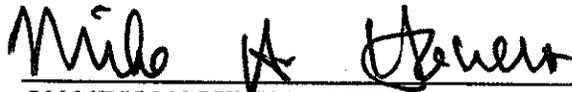
RESOLUTION 04- 54

A TAX LEVY FOR VETERANS ASSISTANCE

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2004, after having ascertained the sum of Sixty-four Thousand Two Hundred Dollars and No Cents (\$64,200.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Sixty-four Thousand Two Hundred Dollars and No Cents (\$64,200.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Sixty-four Thousand Two Hundred Dollars and No Cents (\$64,200.00) provided that the percent of levy shall not exceed .02 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 9th day of November, 2004.


CHAIRMAN MIKE HAVERA

ATTEST:

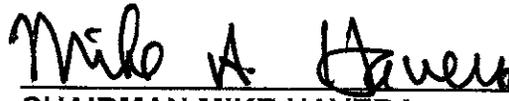

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04- 55

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2005 beginning December 1, 2004 and ending November 30, 2005 are set for the following department heads:

SUPERVISOR OF ASSESSMENTS	\$ 41,409.00
PROBATION OFFICER	\$ 37,604.00
ASSISTANT PROBATION OFFICERS	\$129,106.00

APPROVED and ADOPTED this 9th day of November, 2004.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 04-56**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 Act", Public Act 80-1, 1st Special Session, Illinois Compiled Statutes, Chapter 725, Section 210/1 et. seq., approved December 3, 1977, 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 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

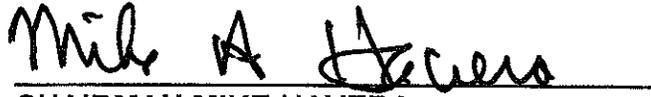
WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2005 which funds will provide for the continued operation of the Agency.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board, in adjourned session of its annual September meeting of the year 2004, this 9th day of November 2004 does hereby support the continued operation of 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 to 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, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in his 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 Montgomery County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2005, commencing December 1, 2004, and ending November 30, 2005; by hereby appropriating a sum of money not to exceed \$11,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the State's Attorneys Appellate Prosecutor, and agrees to deliver same to the Agency on request during the 2005 Fiscal Year.

APPROVED and ADOPTED this 9th day of November, 2004.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

- 28.) Any unusual voucher shall not be paid without majority approval of the appropriate committee of the Board.
- 29.) Any Vacancy in the County Board Chairmanship shall be filled by the Vice Chairman of the County Board, who shall be appointed by the Chairman.
- 30.) The County Board Chairman or Designee and a Committee Chairman may sign a voucher up to \$2,000. Any purchase over \$2,000 must be approved by the Full Board.
- 31.) Members wishing to submit the question to the appropriate Committee Chair, or if applicable, to the Board Chairman for submission to the State's Attorney.

COMMITTEE ASSIGNMENTS

COORDINATING COMMITTEE:

Mike Havera – Chairman **Dennis Jagodzinski – Vice Chairman**
 Glenn Painter, Bonnie Branum, Bob Durbin, John Downs, Bill Sielschott, Mike Plunkett.

Finance Committee:

Bill Sielschott – Chairman **John Downs – Vice Chairman**
 Bonnie Branum, Dennis Jagodzinski, Mike Plunkett, Nelson Aumann.

Forest and Bridge Committee:

Bonnie Branum – Chairman **Glenn Painter – Vice Chairman**
 Frank Komor, Terry Bone, Dave Heaton, Toby Dean,

Personnel Committee:

John Downs – Chairman **Bill Sielschott – Vice Chairman**
 Glenn Painter, Nelson Aumann, Mary Bathurst.

ESDA-Ambulance Committee:

Dennis Jagodzinski – Chairman * **George Blankenship – Vice Chairman**
 Dale Ogden, Ron Deabenderfer, Frank Komor, Toby Dean

Health, Welfare & Elections Committee:

Bob Durbin – Chairman **Dale Ogden – Vice Chairman**
 Keith Horn, Don Petty, Terry Bone, Ed Helgen.

Building & Grounds Committee:

Glenn Painter – Chairman **Frank Komor – Vice Chairman**
 Don Petty, George Blankenship, Dave Heaton, Roger Myers.

Economic Development Committee:

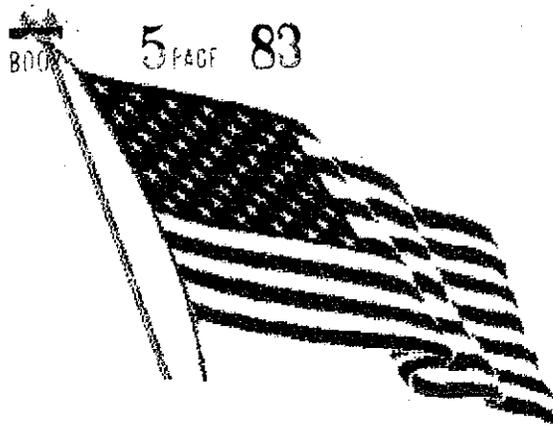
Mike Plunkett – Chairman **Ron Deabenderfer – Vice Chairman**
 Keith Horn, Dave Heaton, Roger Myers, Ed Helgen, Mary Bathurst.

Energy & Minerals – Ad Hoc Committee:

Mike Havera – Chairman **Dennis Jagodzinski – Vice Chairman**
 John Downs, Bill Sielschott, Mike Plunkett

County Board Liaisons

9-1-1 Board – Dennis Jagodzinski
 CEFS – Nelson Aumann
 County Mayor's Meeting – Mike Havera
 Extension Service – Ron Deabenderfer
 IL Association of County Officials – Dale Ogden, Terry Bone
 Montgomery County Health Department – George Blankenship
 Montgomery County Water Company - Bonnie Branum
 Resource Conservation & Development Council – Bob Durbin
 Senior Citizens – Don Petty
 United County Council of Illinois – Bob Durbin, Ed Helgen
 Veterans Assistance Commission - John Downs
 West Central Development Council – Glenn Painter, Dale Ogden, Roger Myers, Keith Horn,
 Economic Development Investment Board – Nelson Aumann



RULES OF ORDER

of the

**COUNTY
BOARD**

of

**MONTGOMERY COUNTY
ILLINOIS**

2004 – 2006

**Michael A. Havera
Chairman**

**Dennis Jagodzinski
Vice Chairman**

**Sandy Leitheiser
County Clerk**

MEMBERS OF THE COUNTY BOARD

BOOK

5 PAGE

DISTRICT 1

- Dale Ogden, 20113 Ogden Rd, Raymond, IL 62560.....229-4483
- Dave Heaton, 404 N. East St, Farmersville, IL 62533.....227-3225
- Toby A. Dean, 101 S. Lewis, Box 255, Raymond, IL 62560.....229-3138

DISTRICT 2

- Mike Havera, 582 W. Lincoln Ave., Nokomis, IL 62075.....563-7850
- Don Petty, 333 Lena, Nokomis, IL 62075.....563-2515
- Nelson Aumann, 20114 IL Rte 16, Nokomis, IL 62075.....563-7528

DISTRICT 3

- Bonnie L. Branum, 22179 Horse Ave, Fillmore, IL 62032.....538-2298
- Robert L. Durbin, 704 S. Main St., Witt, IL 62094.....594-7721
- George Blankenship, 14001 Fillmore Tr., Hillsboro, IL 62049...532-5473

DISTRICT 4

- Dennis Jagodzinski, 607 E. St, Box 209, Taylor Springs, 62089.532-3385
- Terry Bone, 304 W. 3rd St., Coffeen, IL 62017.....534-6285
- Mike Plunkett, 1202 Columbia St., Hillsboro, IL 62049.....532-7920

DISTRICT 5

- Glenn Painter, 4388 E. Route 16, Litchfield, IL 62056.....324-5120
- Keith Horn, 709 Old Quarry Tr., Litchfield, IL 62056.....324-6271
- Frank Komor, 110 Worksaver Tr., Litchfield, IL 62056.....324-5197

DISTRICT 6

- Ronald Deabenderfer, 117 E. Tremont, Hillsboro, IL 62049.....532-5139
- John Downs, 428 S. Hamilton, Hillsboro, IL 62049.....532-5546
- Roger Myers, 8 Ida St., Hillsboro, IL 62049.....532-5909

DISTRICT 7

- Bill Sielschott, 704 N. Jackson, Litchfield, IL 62056.....324-5345
- Edward Helgen, 1504 N. State St., Litchfield, IL 62056.....324-3426
- Mary Bathurst, 116 Horseshoe Lane, Litchfield, IL 62056.....324-2044

RULES OF ORDER

1.) Quorum to conduct business shall consist of 51% of the members of any meeting.

2.) Board Meeting Procedures:

Call to Order by Chairman

- Roll Call
- Pledge of Allegiance to the Flag
- Mileage and Per Diem.....Approval
- Minutes of Previous Meeting (any changes).....Approval

Consent Agenda

- Circuit Clerk's Report
- County Treasurer's Report
- County Clerk and Recorder's Report
- Sheriff's Report
- Health Department Report
- T.B. Department Report
- Public Defender's Report
- Probation Officer's Report
- 911 Report.....Approval of 9 Reports

Committee Reports

- Coordinating Committee Report
- Road and Bridge Committee Report
- Finance Committee Report
- HWE Committee Report
- Personnel Committee Report
- Economic Development Committee Report
- Building & Grounds Committee Report
- ESDA/Ambulance Committee Report.....Approval of 8 Reports

Other Procedures

- Chairman's Report
- Special Announcements
- Announce Schedule Changes
- Appointments
- Motion to Approve and Pay all Bills.....Approval

ADJOURN Meeting

ALL BOARD MEETINGS: 8:30 AM 2nd Tuesday of Each Month

3.) All questions relating to the priority of business shall be decided without debate.

4.) The Chairman shall preserve order and decide questions of order subject to an appeal to the board without debate.

- 5.) When two or more members speak at once, the Chair shall name member who is entitled to the floor.
- 6.) No member shall speak more than twice on the same question without leave from the Chair, and shall not occupy more than 15 minutes the first time, no more than 5 minutes the second time. The member shall stand whenever he speaks on a question.
- 7.) A member called to order whether by the Chair or by any member of the Board, shall immediately take his/her seat, unless permitted to explain, and if there is no appeal, the decision of the Chair shall be conclusive.
- 8.) Every member present on putting of a question shall vote thereon, unless excused by the Chair or unless he/she is directly interested.
- 9.) No motion shall be debated or put unless seconded. When motion is seconded, it shall be stated by the Chair or by any member of the board.
- 10.) The County Board Meetings for the months of September and October shall be recessed rather than adjourned at their conclusion until the new FY budget is final in November.
- 11.) A motion to adjourn is always in order and shall be decided without debate unless a question of time to adjourn occurs.
- 12.) All Committees shall be appointed by the Chair.
- 13.) All Committees shall report with the statement of facts and opinion of the majority.
- 14.) After a motion is stated by the Chair or read by the Clerk, it shall be deemed in possession of the Board, but may be withdrawn by the mover at any time before the vote is taken, by consent of the second.
- 15.) When a question is under debate, no motion shall be received but to adjourn, to lay on table, to postpone, or to commit or to amend, which motions shall have precedence in the order they stand arranged.
- 16.) When a question has been put and carried in the affirmative or negative it shall be in order for any member who voted in the majority to move for reconsideration thereof. A roll call may be had on any question on request of any one member.
- 17.) A bill may be referred to a committee without reading.
- 18.) The Chairman may, at his/her option, have his name called on any roll call.
- 19.) All questions shall be decided by a majority vote unless otherwise specified in the rules.
- 20.) There shall be eight (8) standing committees. Each member shall be on at least one committee. The Chairman or his/her designee shall be an ex-officio member of each committee.
- 21.) The Clerk shall call the names of the members in alphabetical order beginning with the member whose last name begins with the letter closest to the letter "A". For each subsequent vote, the name of person who voted first on the preceding issue shall be called. This progressive voting shall be carried forward from meeting to meeting with the purpose of allowing members to vote first in rotation.
- 22.) All bills against the County, except for mileage and per diem of members of the Board, shall be presented and filed in the office of the County Clerk on or before the 25th of the preceding month.
- 23.) The rules may be suspended in any particular case by a two-thirds vote of the members present.
- 24.) No alterations may be made in any of the rules of the County Board without consent of the majority of members thereof or without one day's notice thereof to be given
- 25.) All applications for financial assistance, positions and raising of salaries and on all propositions to appropriate money from the County Treasury, shall be taken by "Ayes" and "Nays" and entered on the records of the meeting.
- 26.) The appropriate committee is authorized and directed to supervise the purchase of all supplies for the various county offices where the amount involved is more than \$1,000.00.
- 27.) Any Person, persons or organizations wishing to appear before the Board must notify the County Clerk of such request by 4:00 PM on the Thursday before the Board meeting on Tuesday. Person(s) also speak before the Board at the discretion of the Chairman.

RESOLUTION NO. 04-57

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

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

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

Lot 3 in Block 2 in Miller's Subdivision of a part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 1, Township 8 North, Range 4 West of the Third Principal Meridian Montgomery County, Illinois. 16-01-454-00

Parcel Index # 08-202-810-00

as described in Certificate No. 140 sold October 30, 2000.

WHEREAS, a public auction was held March 31, 2004, 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 14th day of Dec., 2004.

Miss A. Hovers

CHAIRMAN

ATTEST:

Sandy Litheriser

Clerk of the Board

DEED

200400023300
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
12-14-2004 At 10:35 am.
TAX DEED 29.00
DR Book 1040 Page 441 - 441

Return Deed &
Mail Tax Statement To:

William Joe Ray
628 Talmage
Witt, IL 62094

Instrument Book Page
200400023300 DR 1040 441

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: WILLIAM JOE RAY

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

Lot 3 in Block 2 in Miller's Subdivision of a part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 1, Township 8 North, Range 4 West of the Third Principal Meridian Montgomery County, Illinois. 16-01-454-003

Permanent Index No.: 08-202-810-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 14th day of Dec, 2004.

ATTEST:
Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

Given under my hand and notarial seal, this 14th day of December 2004.



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

Elaine Goodwin
NOTARY PUBLIC

RESOLUTION NO. 04-58

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

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

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

Lots Twenty-nine (29), Thirty (30) and Thirty-one (31) in S. H. Smith's Addition to the Village, now City, of Coffeen, situated in the City of Coffeen, Montgomery County, Illinois

Parcel Index # 04-001-630-00

as described in Certificate No. 55 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 2004, 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 14th day of Dec, 2004.

Mike A. Havers
CHAIRMAN

ATTEST:

Sandy Litheriser
Clerk of the Board

DEED

200400023301
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
12-14-2004 At 10:35 am.
TAX DEED 29.00
OR Book 1040 Page 442 - 442

Return Deed &
Mail Tax Statement To:

Robert K. Wessell
321 N. East Street
Hillsboro, IL 62049

Instrument Book Page
200400023301 OR 1040 442

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: ROBERT K. WESSELL

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

Lots Twenty-nine (29), Thirty (30) and Thirty-one (31) in S. H. Smith's Addition to the Village, now City, of Coffeen, situated in the City of Coffeen, Montgomery County, Illinois

Permanent Index No.: 04-001-630-00

Grantee to assume payment of the taxes for the year 2005 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 14th day of Dec, 2004.

ATTEST:

Sandy Leithaiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

Mike H. Havera
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

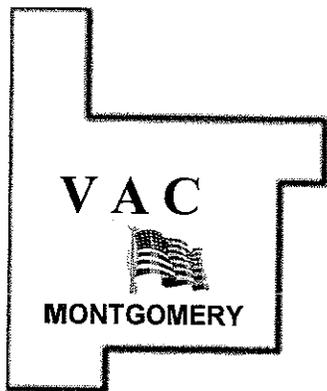
Given under my hand and notarial seal, this 14th day of December 2004.



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

[Signature]
Buyer, Seller or Representative

Elaine Goodwin
NOTARY PUBLIC



F I L E D
DEC - 7 2004

Sandra Leitheiser COUNTY CLERK

VETERANS ASSISTANCE COMMISSION

MONTGOMERY COUNTY, ILLINOIS

BY-LAWS

(Revised 12/06/04)

ARTICLE I – NAME

SECTION 1. The name of this Commission shall be "Veterans Assistance Commission of Montgomery County."

ARTICLE II – PURPOSE

SECTION 1. The purpose of this Commission is to promote the welfare of military veterans and their families; to act as the central office for all veterans organizations included as members of this Commission, and to handle all government claims work referred to the Commission by member organizations; to have general oversight of the distribution of all assistance and supplies that may be appropriated for the benefit of indigent military veterans and their families; and to formulate such rules and regulations in the Commission that will enable it to carry out the purpose above set forth.

ARTICLE III – JURISDICTION & OFFICE

SECTION 1. The headquarters and principle office of this Commission shall be in a central location in Montgomery County.

SECTION 2. The territory to be included within the jurisdiction of this Commission shall be the geographical limits of Montgomery County, Illinois.

ARTICLE IV – MEMBERS

SECTION 1. The members of this Commission shall be composed of one (1) Delegate and one (1) Alternate from each of the Posts of the American Legion, Veterans of Foreign Wars, Disabled American Veterans, Veterans of World War II (AMVETS), Veterans of World War I, United Spanish War Veterans, Marine Corps League, Military Order of The Purple Heart, etc., to be elected annually, as may be determined by each Post, Camp or Chapter, etc. as recognized by Illinois Compiled Statutes, Chapter 330, ACT 45/11 et seq. of this chapter.

SECTION 2. Any recognized Veteran's Organization interested in the object and purpose of this Commission and qualified under the Statutes of the State of Illinois, subject to the rules and regulations governing admission, may upon approval of the members of this Commission, become active members thereof, and shall be represented by two (2) of its' members, one as a Delegate and one as an Alternate. All Delegates and Alternates shall be residents of Montgomery County, certified in writing and signed by recognized officers, prior to the annual meeting in August and be seated at the meeting following adjournment of the annual meeting.

SECTION 3. The Delegate and Alternate certified and officially seated for the ensuing fiscal year shall be the legal and the official representative of said Post at all Commission meetings provided they are eligible to vote in Montgomery County.

SECTION 4. Each Post is authorized or allowed one (1) vote, which may be cast only if the Delegate and/or Alternate is present.

SECTION 5. No one Delegate or Alternate shall be permitted to vote for any organization, other than the one they officially represent.

SECTION 6. No Directors or Officers shall receive compensation as such or be interested, either directly or indirectly, as an employee of, or in purchase or sale of any property or supplies to be used in carrying out the purpose of this Commission.

ARTICLE V – OFFICERS

SECTION 1. Officers of this Commission shall be a President, a Recording Secretary, and a Treasurer. The Officers shall perform the duties prescribed by these by-laws and by the parliamentary authority adopted by the Veterans Assistance Commission of Montgomery County.

SECTION 2. All Officers shall be nominated and elected at the annual meeting in the month of August 2003 and every two (2) years thereafter; and all Officers so elected shall be installed and assume their duties at the close of the annual meeting, following their election, and shall continue in office for two (2) years or until their successors are regularly elected and installed.

SECTION 3. Any member of this Commission shall be eligible to hold office, provided they are not a member of the County Board of Supervisors of Montgomery County or hold any political office that may be a conflict with the best interest of the Veterans or the Veterans Assistance Commission of Montgomery County.

SECTION 4. Vacancies in any office of the Commission shall be filled by the President and approved by the Commission to serve the unexpired term. A vacancy shall exist when an Officer is absent from regular or special meetings of said commission for a period of time considered detrimental to the interests of said Commission, provided that no vacancy shall be deemed to exist unless said Officer shall have been absent, without Commission approval, from not less than two (2) consecutive meetings.

ARTICLE VI – MEETINGS

SECTION 1. The Commission shall hold regular monthly meetings having a suitable date as determined by action of the Commission at the annual meeting in August at 7:00 P.M. Meetings are to be held at a place prescribed by notification and shall transact such business as may be properly brought before it.

SECTION 2. A quorum of 3 Commissioners, of which one must be an Officer, of certified Delegates and/or Alternates shall be present to transact all business that may come before the Commission at any authorized regular or special meeting.

SECTION 3. Proceedings at all business meetings shall be governed by Roberts Rules of Order, newly revised, except as herein otherwise provided.

SECTION 4. The Officers, Delegates and Alternates, shall not be allowed reimbursement for travel to and from Commission meetings.

ARTICLE VII – SUPERINTENDENT – ELECTION
POWERS & DUTIES – OFFICE SPACE AND PERSONNEL
BOND – CIVIL SERVICE STATUS – SECRETARY

SECTION 1-a. The executive powers of the Commission shall be vested in the Superintendent, who shall be selected by the Veterans Assistance Commission of Montgomery County from among those who served in the Armed Forces of the United States as identified by Illinois Compiled Statutes Chapter 330, Act 45, section 10, and elected by those who are Delegates or Alternates of the Commission at the meeting following the annual meeting adjournment in August.

SECTION 1-b. The Superintendent shall be elected to a quadrennial term following the Commission's annual meeting adjournment in August and installed effective September One (1) to serve at the pleasure and approval of the Commission.

SECTION 2-a. The Superintendent of the Veterans Assistance Commission, subject to rules formulated by the Commission, shall select, as far as possible, secretaries and other employees from among Veterans who served at any time during the aforementioned eras, or their spouse, with the approval of the Commission.

SECTION 2-b. All persons elected or selected to fill positions provided in the act shall be exempt from the operation and provisions of any civil service act or laws of this State.

SECTION 3. The Superintendent and employees of the commission are prohibited to hold any political office or official position on the Veterans Assistance Commission as an Officer, Delegate or Alternate during their employment by the Commission subject to Illinois Compiled Statutes Chapter 305, Act 5/12-21.7 Limitations on Political Activities of the Public Aid Code.

SECTION 4. The Superintendent, designated Superintendent of the Veterans Assistance Commission of Montgomery County, shall, under the direction of the commission, have charge of and maintain an office in a central location to be used solely by the Commission for the carrying on of its assistance work. The county shall provide the office and furnish all necessary supplies, including telephone, printing, stationery and postage therefore.

SECTION 5. The Superintendent and the Commission employees shall be employees of the Veterans Assistance Commission and no provision in this section or elsewhere in the Act shall be construed to mean that they are employees of the County.

SECTION 6. The County Board shall, in addition to sums appropriated for assistance and emergency assistance purposes under the Act, appropriate such additional sums upon recommendations of the Commission and as approved by the County Board, to properly compensate the Officers and employees required to administer such assistance as provided in Illinois Compiled Statutes Chapter 330, Act 45, section 10.

SECTION 7. This office shall be conducted in the interest of the Veteran Community, assistance to veterans of all wars, their families and families of such deceased veterans who need assistance, or rendering of such other services as may be considered reasonable in carrying out the spirit and intent of the Military Veterans Act, in Illinois Compiled Statutes Chapter 330, Act 45, section 2 et seq.

SECTION 8. The office shall be in the charge of the Superintendent, further designated as Superintendent of The Veteran Assistance Commission of Montgomery County, who shall investigate and report to the Veterans Assistance Commission, County Board, and governmental agencies, all claims for assistance under the law. The Superintendent's decision shall be considered final in all cases.

SECTION 9. The Superintendent shall be bonded in an amount prescribed by the Military Veterans Act, when required by the Commission.

SECTION 10. All assistance and services granted shall be in conformity with the law and in compliance with Illinois Compiled Statutes Chapter 305, Act 5, section 12-3 through section 12-21.20, State and Local Administrative Agencies and Chapter 330, Act 45 and other codes, acts, or laws; the Superintendent and members of the Commission shall cooperate with the Montgomery County Board of Supervisors at all times.

ARTICLE VIII – COMMITTEES

SECTION 1. A Finance Committee shall be composed of the Commission Treasurer, as elected, and two (2) other members as appointed by the President, and shall be established promptly after each annual meeting. It shall be the duty of this committee to prepare a budget for the fiscal year beginning December 1, and ending November 30, and submit it to the Veterans Assistance Commission for approval at the annual meeting in August.

SECTION 2. Such other committees, standing or special, may be appointed by the President of the Veterans Assistance Commission with the approval of the Veterans Assistance Commission. The President shall be an ex-officio member of all committees except the nominating committee.

ARTICLE IX – PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Roberts Rules of Order Newly Revised shall govern the Veterans Assistance Commission in all cases to which they are applicable and in which they are not inconsistent with these by-laws and any special rules of order the Veterans Assistance Commission may adopt.

ARTICLE X – ILLINOIS ASSOCIATION OF COUNTY VETERANS ASSISTANCE COMMISSIONS, INC.

SECTION 1. The Veterans Assistance Commission of Montgomery County may be a member of the Illinois Association of County Veterans Assistance Commissions, Inc.

SECTION 2. Membership to the Association shall be composed of the Superintendent of the Veterans Assistance Commission of Montgomery County, plus one (1) Delegate and one (1) Alternate elected from among Montgomery County Commission members at the August annual meeting of the Veterans Assistance Commission of Montgomery County, and seated at the close of said meeting.

SECTION 3-a. The Superintendent, Delegate, or Alternate to the Illinois Association of County Veterans Assistance Commissions, Inc. shall attend the meetings of said association. The Superintendent, Delegate, or Alternate shall be allowed travel, lodging, and per diem expenses as provided by the Montgomery County Personnel Travel Regulations.

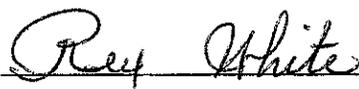
SECTION 3-b. Any Past State Association President, formerly representing Montgomery County, serving automatically on the Board of Directors of the State Association according to State Association By-Laws, shall be allowed travel, lodging, and per diem expenses as provided by the Montgomery County Personnel Travel Regulations. Only those representatives residing within Montgomery County will be eligible for expense reimbursement.

ARTICLE XI – AMENDMENTS

SECTION 1. These By-Laws may be amended at any regular meeting by a vote of two-thirds of all membership attending such regular meeting, provided that the proposed amendment shall have been submitted in writing and read at the last preceding regular meeting, and provided further that written notice shall have been given to all members of the Commission (delegates and alternates) at least three (3) days in advance of the date when such amendment is to be acted upon, notifying said members that at such meeting a proposal to amend the By-Laws is to be voted upon.

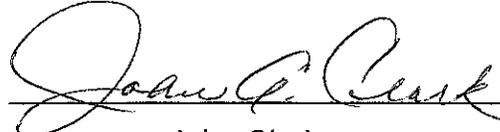
SECTION 2. Any changes or amendments of the existing law, pertaining to the Veterans Assistance Commission by the Legislature, and any ruling of the Attorney General of the State of Illinois, which shall effect or conflict with any provision herein, shall be deemed an amendment to these By-Laws.

Approved and adopted by the Veterans Assistance Commission of Montgomery County in regular session this 12 day of December, 2004.



Rex White

President,



John Clark

Secretary

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.

—
BODY 5 PAGE 95

POSTAGE

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

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM

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

OTHER

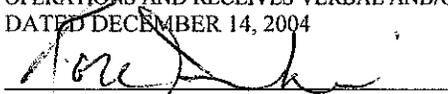
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENTION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER - COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION (ADDED 12/14/2004)

PAYROLL/SALARY

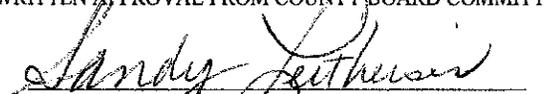
INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN

DISCLAIMER

LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.
DATED DECEMBER 14, 2004



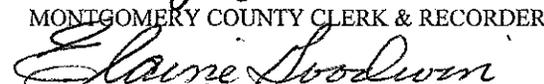
RON JENKINS
MONTGOMERY COUNTY TREASURER



SANDY LEITHNER
MONTGOMERY COUNTY CLERK & RECORDER



AIMEE SHELTON
ASSISTANT COUNTY TREASURER



ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

Resolution # 04-59

Adoption of the National Incident Management System

It is hereby resolved by the County of Montgomery, State of Illinois, that:

WHEREAS; Emergency Response to critical incidents, whether natural or manmade, requires integrated professional management, and

WHEREAS; Unified Command of such incidents is recognized as the management model to maximize the public safety response, and

WHEREAS; The National Incident Management System, herein referred to as NIMS, has been identified by the Federal Government as being the requisite emergency management system for political subdivisions, and

WHEREAS; Failure to adopt NIMS as the requisite emergency management system may preclude reimbursement to the political subdivision for costs expended during and after a declared emergency or disaster and for training and preparation for such disasters or emergencies.

THEREFORE; it shall be the public policy of this County to adopt the NIMS concept of emergency planning and unified command. It shall further be the policy of this County to train public officials responsible for emergency management.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois, this 14th day of December, 2004.

Mike A. Jensen
CHAIRMAN

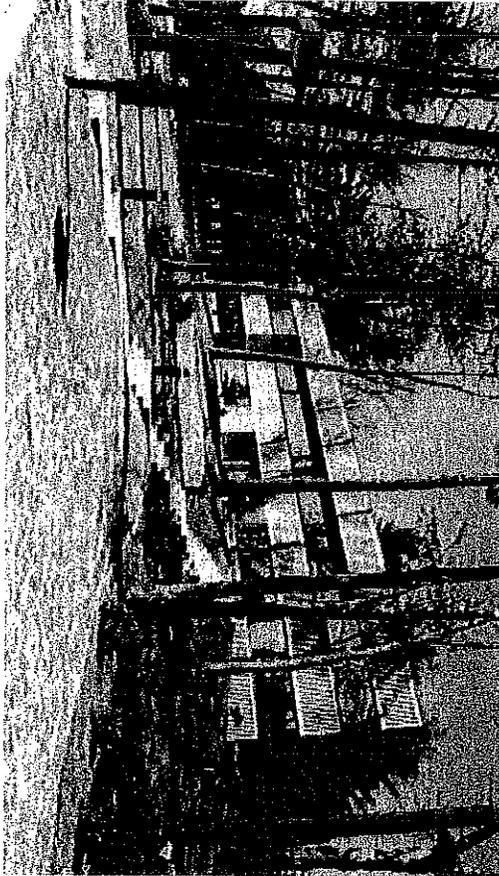
ATTEST:

Sandy Leithner
Clerk of the Board

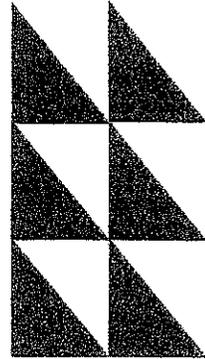
Copy of Presentation
to Mont. Co Board
given on 12/22/04

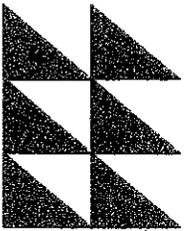
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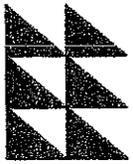
THE CLINE GROUP





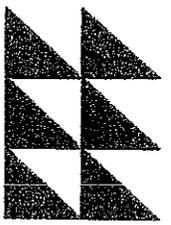
Colt, LLC

Summary Information for
Montgomery, County, Illinois
December 15, 2004



Background

- Colt LLC is a Chris Cline Company
- Cline has 21 Years of Coal Mining Successes
- Started the Company as
 - A Contract Miner
 - In West Virginia
- Developed Company Owned Operations
 - Company Grew to 10 Million tons per year in 2002 in West Virginia
 - Using the Following Mining Methods
 - Longwall Mining—“Full” extraction methods
 - Underground Room and Pillar
 - Surface and Highwall mining
 - Preparation Plants
- Active in Illinois Basin Coal Development for Three Years
 - Pursuing Long Term Projects
 - Acquiring Reserves
 - Planning Coal Projects
 - Developing Permits



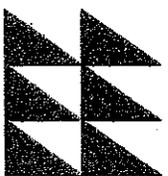
Experienced Colt Management

- **Chris Cline, Chief Executive Officer**
 - Extensive Experience Developing Coal Mines
 - Owner and Investor
 - Worked All Facets of Coal Operations

100 PAGE 5

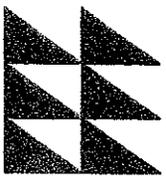
BOOK 1

- **John Dickinson, President**
 - 30 Years of Mining Experience
 - Executive Level with Major Coal Co.
 - Successfully Lead Development of Cline Operations.



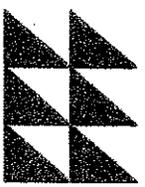
Colt Management

- **Donald R. Holcomb, CPA – Chief Financial officer**
 - 25 Years Experience
 - Finance and Coal Company Management
- **James R. Morris, Vice President**
 - 35 Years of Coal Business Management
 - Operations, Mine Development, Buying and Selling Coal Properties
 - Illinois Native



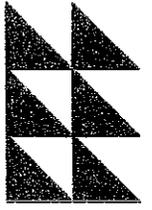
Colt Management

- **Timothy J. Myers, PE Chief Engineer**
 - 25 Years of Underground Mining Engineering
 - Design, Permitting, Construction
 - Property Valuation
 - Surface and Underground.



Value by Developing

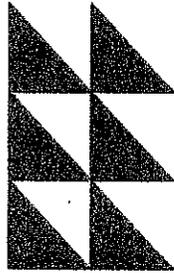
- Acquire Strategically Located Reserves
- Develop Low Cost Mines
 - Focus on Efficient Operations
- Operate Mines to Create Value
- Develop Coal Markets
 - Conventional—Ship by Rail to Customer
 - Plus Mine Mouth Markets for Illinois
 - Integrated Gasification Combined Cycle (IGCC) Power Plants
 - Synthetic Natural Gas (SYNGAS) Plants



Recent Projects

Cline Management Has Developed These Projects
in the Last 5 Years.

<u>Name</u>	<u>Tons TPY(000)</u>	<u>Location</u>
Dakota	2,000	WV
Panther	3,500	WV
Remington	1,000	WV
Jupiter	1,800	WV
Candice	1,200	WV
Mystic	500	WV

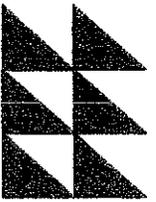


Steelhead Development Company, LLC

Williamson-Franklin Illinois Project
Project Owned by Chris Cline

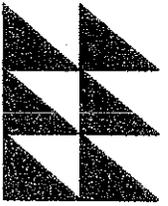
Steelhead Project Summary

- Phase I -5 Million Ton per Year Coal Mine
- Phase II- 540 mw Integrated Gasification Combined Cycle Power Plant (IGCC)
- Phase III – 86 MM SCF Per Day Synthetic Natural Gas (SYNGAS) Plant
- Coal Reserves Controlled
- Site Controlled
- Total Investment \$1.4 Billion
- Total Staff 330
- Annual Expenditures \$ 130+ Million



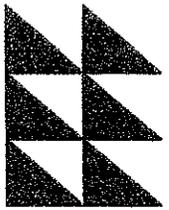
Coal Mine Phase I

- 5.0 Million TPY Capacity
- Underground Mining Using Longwall Methods
- Investment \$170+ Million
- Staff at Capacity 200
- Wages & Benefits \$ 20 Million
- Annual Expenditures \$ 85 Million
- Permitting in Progress (est. Dec 20th Filing)
- Initial Production in 2006



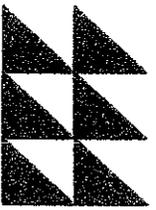
IGCC Facility Phase II

- 544-MW IGCC Power Mine-Mouth Plant
- Uses 1.8 Million TPY of Coal
- Other Potential Salable Products
 - 60,000 TPY Molten Sulfur,
 - 225,000 TPY Vitrified Slag
- Detail Engineering Study in Process
 - State of Illinois Participation - \$5.0 million
- Air Permit for Plant has Been Filed
- Other Permits Are in Process
- Very Low Emissions
 - Best Available Control Technology
 - 1/3 of Standard Pulverized Coal Power Plants per Megawatt (MW) of Generation



IGCC Facility Phase II

- Proven Technology
- Capital Cost \$700+ Million
- Staff at Capacity 80
- Wages & Benefits \$ 8+ Million
- Operating Cost (Less Fuel) \$ 40+ Million
- Initial Operation in 2008

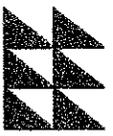


SynGas Unit Phase III

- Capacity is 86 Million Cubic Feet (MMCF) per Day
- Uses 1.8 Million TPY of Coal
- Other Potentially Salable Products
 - 60,000 TPY Molten Sulfur
 - 225,000 TPY Vitrified Slag
- Preliminary Process Design Package (PPDP) Complete.
- SynGas Emissions Less than IGCC
- Proven Technology
- Capital Cost \$575+ Million
- Staff at Capacity 50
- Wages & Benefits \$ 5+ Million
- Operating Cost (Less Fuel) \$ 25+ Million
- Initial Operation 2008 to 2009

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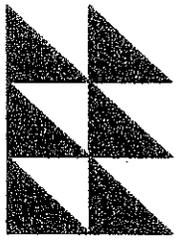
Franklin-Williamson Counties Area Development Results Steelhead Summary

- 30 Year Life Coal Mine
- 40 Year Life IGCC Power Plant
 - Very Low Emissions

BOOK

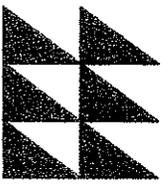
- 40 Year Life Syngas Plant
- Good Jobs for 330 People
- Redevelop Rail Infrastructure
- Low Cost Energy for State -- Country

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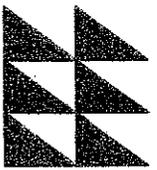
Colt, LLC

Montgomery County
Reserve Acquisition
&
Project Development



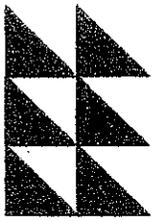
Reserve Purchase

- 120,000 + Coal Acres of #6 Coal
- 80,000 to 90,000 Acres Can Be Developed
- 550 Million Ton Reserve
- Acquisition Proposed by Colt, LLC
 - \$6.2 Million Over Six Years
 - Plus 6% Interest on Unpaid Balance
 - Principal and Interest Total \$7.2 Million
 - 2% Retained Royalty Interest
- County Has Option to Sell 1% Royalty Reduction for Another \$3 million.



Colt, LLC Project Plan

- Project Is Similar to Steelhead
- Phase I -5 Million Ton per Year Coal Mine
- Phase II- 544 MW Integrated Gasification Combined Cycle Power Plant (IGCC)
- Phase III – 86 MMCF per Day Synthetic Natural Gas (SYNGAS) Plant
- Phase IV – Repeat Phases I, II & III to Double Capacity
- Reserves Adequate to Double Size as Markets Grow
- Coal Reserves Are Controlled
- Investment \$2.8 Billion
- Total Staff 600
- Annual Expenditures \$ 260+ Million

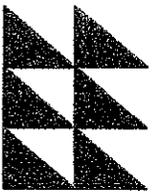


Colt Coal Mine Phase I

- 5.0 Million TPY Capacity
- Underground Mining Using Longwall Methods
- Investment \$170+ Million
- Staff at Capacity 170
- Wages & Benefits per Year \$ 17 Million
- Annual Expenditures \$ 85 Million
- Permit Work to Start in 2005
- Targeted Initial Production 2008

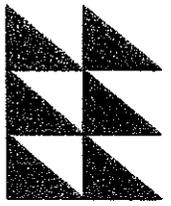
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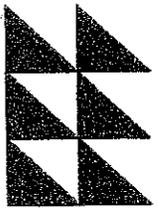
Colt IGCC Facility Phase II

- 544-MW IGCC Power Plant
- Uses 1.8 MM TPY of Coal
- Other Potential Salable Products
 - 60,000 TPY Molten Sulfur,
 - 225,000 TPY Vitrified Slag
- Permitting to Begin in 2005
- Very Low Emissions
 - Best Available Control Technology
 - 1/3 of Standard Pulverized Coal Power Plants



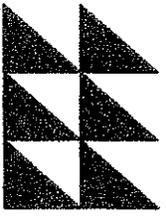
Colt IGCC Facility

- Proven Technology
- Capital Cost \$700+ Million
- Staff at Capacity 80
- Wages & Benefits per year \$ 8+ Million
- Operating Cost (Less Fuel) \$ 40+ Million
- Targeted Initial Operation 2009



SynGas Unit Phase III

- Capacity is 86 MMCF per Day
- Uses 1.8 MM TPY of Coal
- Other Potentially Salable Products
 - 60,000 TPY Molten Sulfur
 - 225,000 TPY Vitrified Slag
- Same PPDP as Steelhead SynGas Unit
- SynGas Emissions are Less than IGCC
- Proven Technology
- Capital Cost \$575+ Million
- Staff at Capacity 50
- Wages & Benefits per Year \$ 5+ Million
- Operating Cost (less Fuel) \$ 25+ Million
- Targeted Initial Operation 2010



Double Capacity Phase IV

- Over 500 Million Ton Reserve Allows for Doubling Capacity
 - First Mine in Blocks 1N and 1S
 - Second Mine in Blocks 2N, 2S, 3N and 3S
- Increase to Occur as Markets Develop
 - Over 10 Million TPY of Coal Production
 - 1,100 Megawatts of Electrical Generation
 - 170 MCF per Day SynGas
 - Employment 600
 - Wages and Benefits \$60 million per Year
 - Total Expenditures \$260 Million per Year
- Conceptualized Mine Plan is on Next Page

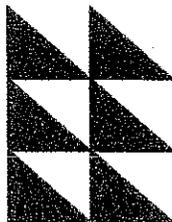
Cline Resource Development Company, LLC

John F. Dickinson, II, President, bring over three decades of mining expertise to the organization. John, a mining engineering graduate of the Virginia Polytechnic Institute, located in Blacksburg, Virginia, is well versed in all aspects of the mining industry, from front line production supervisor to his previous position as President of US Steel Mining Co., Inc. John joined The Cline Group 10 years ago and has enabled the Group to grow for four fold since that time. The Cline Group is fortunate to have John with his extensive knowledge, experience and ability, providing leadership for the organization.

Donald R. Holcomb, CPA, is the Chief Financial Officer for the company. Donnie's career has included 25 years of practice in public accounting, as a bank trust officer and as the Chief Financial Officer with a successful coal production company. He joined the Cline Group in 2001.

James R. Morris, Vice President, has over 35 years of experience in the coal business. Jim, raised in Southern Illinois, is a mining engineering graduate of the University of Missouri, Rolla, and a master of business administration graduate from Wheeling College. Jim joined Cline group in August of 2004 to manage Cline's interests in the Illinois basin. Jim has experience in operating surface and underground mines as well as in buying and selling coal mines and coal properties and in developing coal and power projects. The Cline Group relies heavily on Jim's broad experience in coal and energy to develop and manage Illinois basin coal projects.

Timothy J. Myers, PE, is the Chief Engineer. Tim is a graduate of West Virginia University and is a Registered Professional Engineer and a Licensed Land Surveyor. He has over 25 years of coal mine engineering experience including property evaluation, mine design, permitting, construction, environmental compliance and supervision in both surface and underground applications. Tim has been with the Cline Group since 1997.



KEY MANAGEMENT PERSONNEL

In 2003, the production companies owned by Mr. Cline were purchased by Trout Coal Holdings, LLC, a group headed by Arclight Capital Partners, LLC (Arclight). The assets included three preparation plants, a barge loading facility, a surface mine, a longwall underground mine and five additional underground mines with total annual production of approximately 10 million tons. Arclight invests private equity into electric power and energy-related assets and businesses.

In 2004, Mr. Cline founded Steelhead Development Company, LLC (Steelhead) and Colt, LLC (Colt), which are owned and managed by Cline Resource and Development Company. A group of dedicated professionals manage the overall operations for Steelhead and Colt. The group focuses on developing/maintaining both safe and efficient mining operations.

The management team remaining with Colt and related companies are:

Chris Cline, the company's Chief Executive Officer and owner, entered the coal mining business at the age of 22, when Chris and his father, Paul, were partner in a contract underground mining operation on an Island Creek Coal Company tract. As a young entrepreneur, Chris gained valuable insight into coal mining, marketing, processing and construction. The multi-faceted management team created by Chris manages the company to fill the many needs of the US coal industry. Experience in underground and surface mining, refuse disposal, face-ups, coal processing, reclamation and marketing are all important assets of the management team.



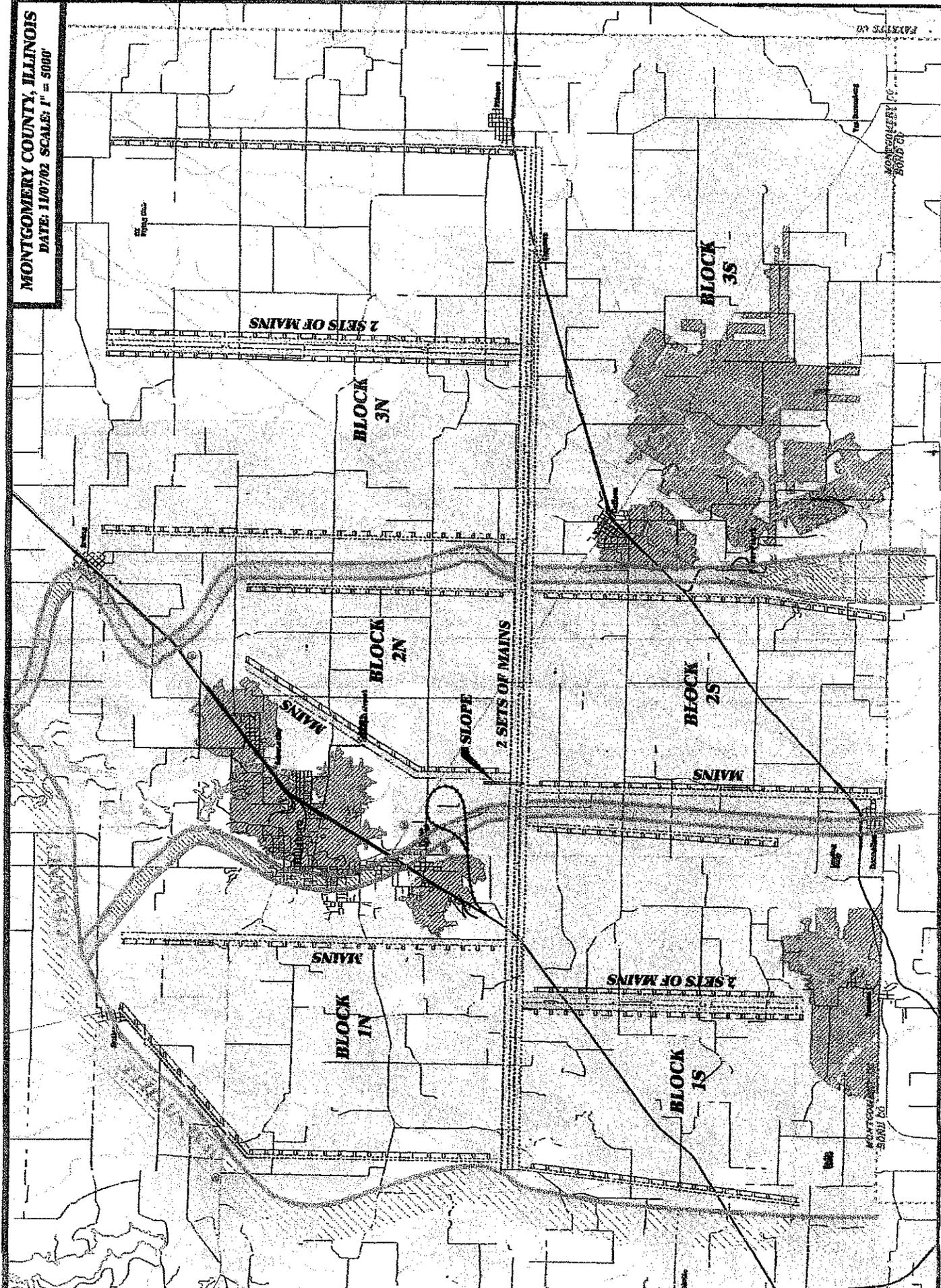
**Steelhead
Development Company, LLC**

Office (618) 998-8010
Mobile (618) 598-9809 #
Fax (618) 998-8012
jmorris@sthdrens.com

JAMES R. MORRIS
Vice President

39093 Commercial Drive
P.O. Box 1829
Wanton, Illinois 62959-1829

MONTGOMERY COUNTY, ILLINOIS
DATE: 11/07/02 SCALE: 1" = 5000'



AGREEMENT TO ASSIGNMENT

THIS AGREEMENT TO ASSIGN (the "Agreement") made and executed this 22nd day of December 2004, by and among **THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, a public body created and existing under the laws of the State of Illinois (hereinafter referred to as "Montgomery"), and **COLT, LLC**, a West Virginia Limited Liability Corporation (hereinafter referred to as "Colt") and **COLT COAL COMPANY, INC.**, a West Virginia corporation (hereafter referred to a "Colt, Inc.")

RECITALS

WHEREAS, Montgomery and Colt, LLC will enter into a Purchase Agreement whereby Montgomery has agreed to sell unto Colt certain property, hereinafter referred to as the "Property", subject to the terms and conditions as more fully set out therein; and

WHEREAS, Montgomery and Colt, Inc. entered into that certain Option Agreement, made and executed the 9th day of April 2002 (the "Option Agreement"), wherein Montgomery was Optionor and Colt, Inc. was Optionee and Colt, Inc. as Optionee was given the right to lease all coal owned by Optionor Montgomery in on and under approximately 120,000 acres situated in Montgomery County, Illinois (the "Property"), all as more fully described in said Option Agreement;

WHEREAS, on or about February 2, 2003, Optionee Colt Inc. extended the option described in said Option Agreement by paying the Option Extension Fee of \$20,000.00 to Optionor Montgomery; and

WHEREAS, as a result of such extension, the option described in said Option Agreement continues in full force and effect until on or about March 24, 2005; and

WHEREAS, Montgomery and Colt, LLC, an affiliate of Colt, have contemporaneously herewith mutually executed said certain Purchase Agreement with respect to said Property; and

WHEREAS, the parties wish to provide for the transfer unto Colt, LLC Montgomery's obligations as Obligor under said Option in the event and upon the Closing of and upon completion by Colt, LLC of its obligations as provided for under the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Recitals Incorporated herein. The Recitals above are hereby incorporated herein and made a part hereof.
2. Conditional Assignment of Option. Montgomery hereby agrees to assign unto Colt, LLC its interest and obligations under the Option Agreement upon Colt, LLC's completion and exercise of its rights under the Purchase Agreement and Colt, LLC agrees to accept such assignment and agrees that upon the making of the assignment Montgomery shall be released from its obligations as Obligor under the Option Agree and Colt, LLC shall thereafter be obligated to fulfill Montgomery's obligation in its place as Obligor under the Option.
3. Credit Against Royalty. Montgomery and Colt, Inc. hereby agrees that the right to use as a credit against royalties the \$50,000.00 paid by Colt, Inc. as the "Option Fee" and "Option Extension Fee" to Montgomery pursuant to the Option Agreement, will be assigned by Colt, Inc. to its affiliate, Colt, LLC. Colt, LLC, shall upon the purchase of the Property as provided for under the Purchase Agreement have the right to use such amount as a credit against royalties there after due from Colt, LLC, to Montgomery for coal mined and sold from the Property, all of which is further described in said Purchase Agreement. Colt, Inc., subject to the sale of the property by Montgomery to Colt, LLC, will assigns, sets over and transfers to Colt, LLC, the right to use such \$50,000.00 as a credit against royalties for coal mined and sold from the Property subsequent the sale of the Property.
4. Miscellaneous.
 - (a) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile), each of which is an original, but all of which together shall constitute one and the same instrument.

STATE OF ILLINOIS

COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he/she is the Authorized Representative of COLT COAL COMPANY, INC., a West Virginia corporation, and this instrument was signed by him/her for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]



STATE OF ILLINOIS

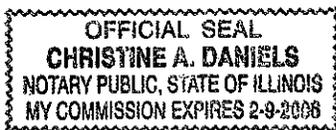
COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he/she is the Authorized Representative of COLT, LLC a West Virginia limited liability corporation and this instrument was signed by him/her for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") made and executed this 22nd day of December 2004 by and among **THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, a public body created and existing under the laws of the State of Illinois, (hereinafter referred to as "Seller"), and **COLT LLC**, a West Virginia limited liability company, (hereinafter referred to as "Purchaser") and **COLT COAL COMPANY, INC.** a West Virginia Corporation (hereinafter Colt, Inc.)

WHEREAS, Seller has heretofore acquired certain real property interests in, on and underlying approximately 120,000 acres in Montgomery County, Illinois; and

WHEREAS, Seller now owns the 120,000 acres more or less of said real property interests, hereinafter referred to as the "Property," as more particularly defined below and shown on Exhibit A attached hereto as a part hereof; and

WHEREAS, Seller is willing to sell all of its right, title and interest in such Property to Purchaser on the terms and conditions herein described; and

WHEREAS, Purchaser is interested in mining and removing the coal and liberating coal bed gas contained therewith in the course of mining in, on and under such real property and will purchase such Property upon the terms and conditions herein described; and

WHEREAS, Seller has the authority, right and power to enter into this Agreement and sell the Property to Purchaser upon such terms and conditions it deems fair and reasonable; and

WHEREAS, Seller finds the terms hereof to be fair and reasonable; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale. At the price and upon the terms, conditions and provisions herein contained, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller the Property. As used throughout this Agreement, "Property" shall mean all of Seller's right, title, interest and privileges in and to the coal and the right to mine, remove and transport the coal, any

and all other mineral interests, surface rights or ownership, if any, and any and all appurtenant rights of any type or nature, including the benefit of any rights, easements, rights of way and rights to use or dispose of water, conveyed to Seller by those certain deeds from Exxon Coal USA and Chevron Shale Oil Company, along with other various deeds and documents of title resulting from other conveyances, tax sales, forfeitures which are recorded or to be recorded prior to closing in the office of the Montgomery County Recorder of Deeds and which are incorporated herein by reference and in addition, all surface or the real property interest conveyed to Seller by the aforesaid deeds, including but not limited to those properties listed on Exhibit A and documents of title, excepting therefrom and subject to all interests, rights, reservations, restrictions benefits and obligations of Seller as set forth and described in the Mineral Lease attached to the "Option to Purchase Mineral Lease" between Seller and BPI, Industries, Inc. dated October 10, 2002 and as further referenced in the Memorandum of Option to Purchase Mineral Lease filed for record with the Montgomery County Recorder of Deeds, Montgomery County, Illinois on February 24, 2003 in Book 862 at page 204, unless and as may be otherwise provided for herein.

2. Purchase Price. The Purchase Price for the Property shall be Six Million Two Hundred Thousand Dollars (\$6,200,000.00) and the royalties hereinafter described. The said Purchase Price shall be payable to Seller as follows:

- (a) Purchaser shall pay the sum of Five Hundred Dollars (\$500,000.00) earnest money (the "Earnest Money") to Seller contemporaneously with the execution of this Agreement by Seller and the delivery of a signed copy thereof to Purchaser. The Earnest Money shall be non-refundable to Purchaser, except for Seller's default of the Agreement or the Failure of Title as hereinafter defined. Otherwise, the Earnest Money shall be applied to the Purchase Price at closing.
- (b) The balance of the Purchase Price shall be payable as follows: At closing, Purchaser shall pay to Seller in cash or other immediately bankable funds an additional Five Hundred Thousand Dollars (\$500,000.00). The remainder of the Purchase Price shall be evidenced by a negotiable,

Promissory Note in the principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000.00), payable on the six subsequent anniversaries of the closing date, in five (5) equal annual payments of principal of one Million Dollars (\$1,000,000.00) each, and a sixth (6th) payment of Two Hundred Thousand Dollars (\$200,000.00) along with simple interest on the unpaid principal balance at 6% per annum. The Promissory Note shall provide that Purchaser may prepay any outstanding indebtedness in full at any time without penalty or cost. The Promissory Note shall be secured by a Mortgage containing terms and conditions of a Mortgage commonly used in Montgomery County, Illinois, by national banking institutions as lenders.

- (c) At the closing, the parties shall enter into agreements in recordable form which provide that in the event coal is mined from the Property and sold ("sold" shall mean coal mined from the Property following which title to or right of possession transfers to any third party for the payment of any consideration) the Seller will receive a production royalty of two percent (2%) of the F.O.B. mine Average Gross Realization per ton of coal (hereinafter the "Reserved Royalty") As used above, "Average Gross Realization" shall mean the aggregate monetary value of any and all money, property, promise or other benefit conferred (collectively, "consideration") received by Purchaser (or by or to any person at Purchaser's direction on its behalf), , for or with respect to each ton of coal mined and sold less:

- (x) Any sales commission or brokerage fee charged to and paid by Purchaser, its successors or assigns, for such sale; and
- (y) The aggregate amount of any tax payable by Purchaser, its successors or assigns, which is measured by the ownership holding, production, severance, sale or transfer of any such coal, coal bed gas (including, but not limited to, the "reclamation fee";

i.e., the Abandoned Mine Land reclamation Fee assessed pursuant to the provisions of the Surface Mining Control and Reclamation Act of 1977, as amended, the Black Lung Excise Tax imposed by the Black Lung benefits Revenue Act of 1977, as amended, and similar or related acts, but not including in such amount any tax in the nature of a franchise, income or capital gains tax which may be hereafter levied or imposed which is in replacement thereof; and reasonable transportation costs incurred by Purchaser, its successors or assigns, in transporting the coal from the Property.

In the event Purchaser shall mine coal from the Property and transfer such coal to a Related Entity or joint venture of Purchaser and a third party, such coal for the purpose of calculating the Reserved Royalty shall be deemed to have been sold at Fair Market Value, i.e., the price that coal with the same or substantially same specifications as that sold to the Related Entity or joint venture, is sold by Purchaser to unrelated third parties or in the absence of unrelated third party sales, the Fair Market Value for comparable coal determined by the best means available.

The above-described royalties shall be paid on the 25th day of each month for the Average Gross Realization of coal delivered for the preceding calendar month.

The Purchaser shall have a credit against royalties due, the amount of Fifty Thousand Dollars (\$50,000.00), as a result of the assignment from Colt Coal Company, Inc., to Purchaser as provided in that certain Agreement To Assign by and between The Montgomery County Board of Commissioners, Purchaser and Colt Coal Company, Inc., executed contemporaneously herewith.

3. Closing and Conveyance of Title. The closing of the sale and purchase of the Property shall be held on the earlier of (i) three hundred eighty (380) days following the execution of this Agreement, provided Failure of Title as described in Section 4 has not been declared by Purchaser by notice to Seller, or (ii) upon twenty (20) days prior written notice to close within said 380 days given by Purchaser to Seller.

- (a) At closing, Seller shall deliver to the Purchaser the following:
- (i) A recordable special quitclaim deed conveying to Purchaser, good, marketable and Insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to easements and restrictions of record disclosed by the Title Commitment, which liens, encumbrances, easements and restrictions are not Title Obligations as such terms are defined in Section 4 below;
 - (ii) State and County real estate transfer tax declarations prepared and executed by Seller, if applicable; and
 - (iii) Such other documents, instruments, closing statements and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby.
- (b) Purchaser shall deliver to Seller in escrow at Closing the following:
- (i) Payment of the Five Hundred Thousand Dollars (\$500,000.00), as well as the executed Promissory Note and Mortgage for the balance of the purchase price, all as described in Section 2(b) above, less any tax imposed on the privilege of transferring property;
 - (ii) Such other documents, instruments, closing statements and confirmations as may be reasonably required and designated by Seller to fully effect and consummate the transaction contemplated hereby including the transfer by Seller to Purchaser of any rights reserved by Seller to enforce any and all terms in any mineral lease or lease of the natural gas or coal bed methane where by Seller has caused the coal to be the paramount rights to a lessee or purchaser of the natural gas or coal bed methane or such other rights with respect to mining and removal of the Property and the right to drill and maintain openings through the lands of Seller which are the subject of this agreement for the purpose of exploring for,

developing, working, mining, removing, shipping and transporting the coal within the said 120,000 acres as more fully set out and described in the "Mineral Lease" attached to the "Option To Purchase Mineral Lease" between Seller and BPI Industries, Inc. dated October 10, 2002.

4. Conditions to Purchaser's Obligation to Close. Purchaser shall have the right to terminate and cancel this Agreement in the event Purchaser determines in its sole discretion that there has been a material Failure of Title as herein defined. It is a condition to Purchaser's obligation to close that Seller shall have good, marketable and Insurable, as herein defined, title to the Property and in the opinion of Purchaser, the coal to be conveyed is accompanied by sufficient appurtenant mining rights so that the property is suitable for purchaser's purpose. As used herein, "Insurable" shall mean the ability to obtain a title insurance commitment from a title company reasonably acceptable to Purchaser setting forth the condition of title to the Property without any material exceptions, reservations, or title obligations which are not reasonably acceptable to Purchaser (herein the "Title Commitment"). In the event the Title Commitment discloses that there are material defects in Seller's title, liens, encumbrances, reservations, easements, restrictions, encroachments, conditions, rights of way or other matters or exceptions (objections), which would in Purchaser's sole discretion, interfere with Purchaser's intended use and development of the Property (collectively referred to as "Title Objections"), Purchaser shall have the right to notify Seller of such Title Objections in writing no later than three hundred eighty (380) days after the date of this Agreement ("Title Inspection Period"). Upon notifying Seller of any such Title Objections, Seller shall have twenty-five (25) days or such other period as Purchaser in its sole discretion agree thereafter in which to cure or remove such Title Objections (the "Cure Period") and give Purchaser prompt notice thereof. If such Title Objections are not cured or removed within said Cure Period, to Purchaser's satisfaction there shall be deemed to exist a failure of title ("Failure of Title"). Purchaser shall have the option to terminate and cancel this Agreement by giving notice thereof to Seller within ten (10) days after the expiration of said Cure Period, and upon doing so, the Earnest Money shall be returned to Purchaser. The cost of any title examination, Title Commitment and title insurance

policy satisfying the requirements hereof shall be paid by Purchaser. In the event of and in the event of the coal to be conveyed is not accompanied by sufficient appurtenant mining rights so that the Property is suitable for purchaser's purposes, there shall be deemed to exist a failure of Title and purchaser shall notify Seller of termination and cancellation of this Agreement for such Failure of Title, prior to the end of the title Inspection Period. Reservations, restrictions and conditions of Mineral Lease attached to the Option to Purchase Mineral Lease between Seller and BPI Industries, Inc. dated October 10, 2002 shall not be grounds for a declaration of Failure of Title by Purchaser.

5. Right of Entry. Seller hereby grants Purchaser an exclusive license, subject to Purchaser obtaining any necessary right of surface entry and all necessary permits, for the purpose of drilling and exploring the Property for coal and surveying, digging, testing, taking samples and otherwise reasonably examining the Property, which rights shall continue until 5:00 p.m., 380 days from the date of this Agreement.

6. Purchaser's Exploratory Program. During the term of this Agreement, the Purchaser shall be entitled to keep confidential all drilling and exploratory data, analyses, maps, reports and similar information obtained, resulting from, or developed in any manner in connection with its activities under this Agreement. Purchaser shall be responsible for any and all costs incident to the exploratory program described herein, including, but not limited to, obtaining any necessary permits and permissions from surface owners and governing entities. Purchaser shall conduct its activities in a skillful, workmanlike and prudent manner.

7. The Seller's Property. The Seller believes that the Property consists of coal underlying 120,000 acres, more or less, together with the right to mine, remove and transport the coal and appurtenant rights from 120,000 acres, more or less, some of which said coal may have been mined or otherwise be without coal. The Seller makes no representation as to the extent of its interests in the coal in or under the Property or its rights to use the surface of the Property; however, it is the intention of the parties to include any and all of such interests, as well as any other rights whatsoever Seller may have, in this Agreement and the Deed of Conveyance delivered at closing.

8. No Sale or Consumption. This Agreement does not itself grant Purchaser any right prior to closing, to mine for the purposes of sale, or to consume coal from the Property.

9. Indemnification. Upon receiving due notice thereof, as described below, Purchaser will indemnify and save harmless Seller its successors and assigns, from any and all loss, damages, costs and expenses (including its reasonable attorney's fees), penalties, fines, liens, or liability for claims, demands, complaints, actions, and lawsuits, causes of action or other proceedings whatsoever, whether in law or equity, that arise from or claimed to have been caused by or relate to Purchaser operations pursuant to Section 5 or 6 of this Agreement, whether or not based upon negligence and whether groundless or not, including, without limitation, damages and injuries (including death) of every kind and nature to persons and property, structures and improvements. With Seller's prior written consent, which shall not be unreasonably withheld, Purchaser will defend all such claims, demands, and suits at its sole cost and expense. Seller shall promptly give Purchaser written notice of any claim against Seller (hereinafter called a "Claim") which Seller believes is covered by the indemnification provisions of this Article 9 and in any event, Seller shall give Purchaser such notice within 20 days after Seller receives written notice of such Claim, or within ten days after Seller is served with any complaint (or similar process) in any lawsuit, prosecution or other legal proceeding brought on a Claim. Nothing herein shall relieve Seller from liability for its own willful or negligent misconduct.

10. Entire Agreement; Modifications. This Purchase Agreement sets forth the entire agreement and understandings of the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to transactions contemplated hereby. This Purchase Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

11. Notices. All notices shall be addressed to the Party at their addresses herein set forth. Any notice to Purchaser shall be directed to the attention of Colt, LLC, 430 Harper Park Drive, Suite A, Beckley, WV 25801, facsimile number (304) 255-4908 with a copy to John Rhine, Rhine, Ernest and Vargo, Attorneys At Law, 631 Market Street, Mt. Carmel, Illinois

62863 - 1489 , facsimile number (618) 262 - 7145 .. Any notice to Seller shall be directed to The County of Montgomery, 120 N. Main, Hillsboro, Illinois, 62049, facsimile number (217) 532-9585, with a copy to Montgomery County States Attorney, 120 N. Main Street, Hillsboro, Illinois, 62049, facsimile number (217) 532-9518. Notices are effective only upon receipt, notwithstanding the date the notices are sent. Notices provided for herein may be delivered by the following means only: (i) facsimile transmission with electronic confirmation to sender; (ii) United States Certified Mail, return receipt requested; (iii) United States or commercial express service providing proof of date and time of delivery; or (iv) Personal Delivery, if such personal delivery is accompanied by an affidavit of the deliverer setting forth the time and date of delivery. The address, to which notices may be delivered, may be changed from time to time by each Party by written notice given pursuant to this paragraph.

12. Seller's Option to Sale-Down the Reserved Royalty. As further consideration for this Agreement, the Purchaser hereby grants unto Seller an option with respect to the 2% Reserved Royalty reserved unto Seller in paragraph 2(c) above. Purchaser hereby grants unto Seller an option right to sale down to Seller the 2% Reserved Royalty so as to reduce same to a 1% Reserved Royalty (the Reduced Reserved Royalty). The price to Seller in order to effect Sale Down of the Reduced Reserved Royalty shall be Three Million Dollars (\$3,000,000) payable to Purchaser One Million Dollars (\$1,000,000) upon closing and two additional payments of One Million Dollars (\$1,000,000) each together with simple interest at the rate of six percent (6%) per annum payable on each anniversary date from the date of exercise of the right by Seller. The Reduced Reserve Royalty payment shall be determined as provided for in the determination of the 2% Reserved Royalty under 2(c) above.

Seller may exercise its right to Sale Down the Royalty to purchaser within the first seven years following the Closing of the sale of the Property by seller to Purchaser by giving written notice of its exercise of its right to Seller at its address as herein provided and closing for the payment of the first installment shall take place within 30 days following Seller's exercise of its option right. Payments by Purchaser of the Reduced Reserve Royalty Rate of one percent (1%)

as determined under 2(c) above with appropriate deductions which shall commence immediately upon payment of the first One Million Dollars (\$1,000,000) at the closing.

13. Miscellaneous.

- (a) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile), each of which is an original, but all of which together shall constitute one and the same instrument.
- (b) Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation of construction of this Agreement.
- (c) Amendment; Waiver. No amendment to this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Agreement shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.
- (d) Benefit, Binding Effect, Successor. Except as otherwise specifically provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
- (e) No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- (f) Disclosure of Competing Bids. Immediately, upon execution of this agreement, Seller will provide Buyer with complete copies of any competing bids for purchase of the Property by unrelated third parties.

14. Recording Memorandum. At Purchaser's request, Seller shall execute such Recording Memorandum as Purchaser shall deem sufficient to spread upon the public record notice of Purchaser's rights hereunder.

IN WITNESS WHEREOF, the Purchaser has duly executed this instrument, and the Seller, having complied with the requirements of the law of the State of Illinois, has caused this instrument to be executed on its behalf, all as of the date first written above.

Seller:

ATTEST:

THE MONTGOMERY COUNTY BOARD
OF COMMISSIONERS

Sandy Lathrein
Montgomery County Clerk
12/22/04

By: *Mike A. Hawes*
Its: *County Board Chairman*

Purchaser:

ATTEST:

COLT LLC

By: *James R. Main*
Its: *Authorized Agent*

ATTEST:

Colt Coal Company, Inc.
Optionee under Option with
Seller:

By: *James R. Main*
Its: *Authorized Agent*

STATE OF ILLINOIS

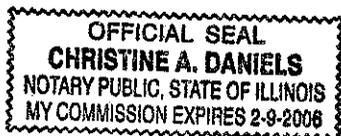
COUNTY OF MONTGOMERY; to-wit:

On the 22nd day of December, 2004, before me personally appeared Mike Havers, the Chairman of THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS, to me known to be the person whose name is subscribed to this instrument, who being by me duly sworn did say that said instrument was duly signed by him, for and on behalf o the said Board of Commissioner.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]



STATE OF ILLINOIS

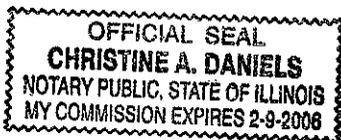
COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he is the APPOINTED AGENT of COLT LLC, a West Virginia limited liability company, and this instrument was signed by him for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]



STATE OF ILLINOIS

COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he is the APPOINTED AGENT of COLT COAL COMPANY, INC. a West Virginia Corporation and this instrument was signed by him for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
1	02-000-217-02	02014	160	33	12	4	NE
2	03-000-519-01	03003	3	26	9	4	SW COR SW S OF RR
3	03-000-519-02	03003	444	34	9	4	N 1/2 E 1/2 SW & E 1/2 E 1/2 SE & E 4 AC W 1/2 E 1/2 SE
4	03-000-519-03	03003	114	35	9	4	N 1/2 S OF RR
5	03-000-519-05	03003	178	27	9	4	SW EX N 5 AC N SW/ & PT NW NW
6	03-000-519-06	03003	360	33	9	4	E 1/2 & SW SW
7	03-000-519-07	03003	115	28	9	4	PT SE
8	03-000-519-08	03003	100	28	9	4	W 1/2 SW & PT W 1/2 NW
9	03-000-519-09	03003	100	29	9	4	E 1/2 SE & PT E 1/2 NE
10	03-000-519-10	03003	160	32	9	4	W 1/2 NE & E 1/2 NW 1/4 INTEREST
11	03-000-519-11	03003	240	35	9	4	SW & W 1/2 SE
12	03-000-519-12	03003	40	33	9	4	NE NW
13	03-000-519-13	03003	40	21	9	4	NE SE
14	03-000-519-14	03003	40	22	9	4	NW SW
15	03-000-519-15	03003	199	25	9	4	SW & PT NW SE
16	03-000-519-16	03003	16	27	9	4	W 15 75/100 AC NW NE
17	03-000-519-17	03003	39	31	9	4	SE SE
18	03-000-519-18	03003	78	32	9	4	S 1/2 SW EX 1 AC N OF RD
19	03-000-519-19	03003	40	32	9	4	NE NE 1/2 INTEREST
20	03-000-519-20	03003	140	32	9	4	SE NE & E 3/4 N 1/2 SE & SE SE
21	03-000-519-21-1	03003	40	33	9	4	NW NW
22	03-000-519-22	03003	116	34	9	4	W 1/2 SE & W 1/2 E 1/2 SE
23	03-000-519-23	03003	155	31	9	4	S 1/2 NW & NW NW & N 3/4 1/2 AC SW
24	03-000-519-24	03003	77	30	9	4	S 1/2 SW EX RR
25	03-000-519-25	03003	40	31	9	4	NE NW
26	03-000-519-27	03003	155	30	9	4	SE EX RR
27	03-000-519-28	03003	111	31	9	4	PT SW
28	03-000-519-29	03003	39	31	9	4	SW SE EX S 94/100 AC HWY
29	03-000-519-30	03003	40	29	9	4	NE NE
30	03-000-519-31	03003	22	29	9	4	SE NE N OF RR
31	03-000-519-32	03003	40	21	9	4	SE SE EX N 203 FT S 228 FT
32	03-000-519-33	03003	40	22	9	4	SE NE
33	03-000-519-34	03003	40	22	9	4	SW SW
34	03-000-519-35	03003	80	22	9	4	E 1/2 SW
35	03-000-519-36	03003	160	22	9	4	SE
36	03-000-519-37	03003	40	23	9	4	SW NW
37	03-000-519-38	03003	40	23	9	4	SE NW
38	03-000-519-39	03003	80	23	9	4	W 1/2 SW
39	03-000-519-40	03003	40	24	9	4	SW NW
40	03-000-519-41	03003	120	24	9	4	W 1/2 SW & NE SW
41	03-000-519-42	03003	155	25	9	4	E 1/2 NW & W 1/2 NE
42	03-000-519-43	03003	40	26	9	4	NW NW
43	03-000-519-44	03003	54	27	9	4	W 1790 1/4 FT E 2120 1/2 FT N 1/2 NE
44	03-000-519-45	03003	52	28	9	4	W 1/2 NW LYG N OF RR
45	03-000-519-46	03003	148	28	9	4	PT E 3/4 N 1/2 AS DESC 299/13
46	03-000-519-47	03003	55	28	9	4	SE SW & W 15 AC SW SE
47	03-000-519-48	03003	40	31	9	4	NW SE
48	03-000-519-49	03003	40	31	9	4	NE SE
49	03-000-519-50	03003	80	32	9	4	W 1/2 NW
50	03-000-519-51	03003	80	32	9	4	N 1/2 SW
51	03-000-519-52	03003	40	32	9	4	SW SE
52	03-000-519-53	03003	173	24	9	4	PT E 1/2 & SE NW & SE SW
53	03-000-519-54	03003	242	27	9	4	SE EX RR/ & S 1/2 NE & E 10 AC N 1/2 NE
54	03-000-519-55	03003	243	29	9	4	W 1/2 & W 1/2 NE N OF RR
55	03-000-519-56	03003	20	32	9	4	W 1/2 NW SE
56	03-000-519-57	03003	5	27	9	4	N 5 AC NW SW
57	03-000-519-58	03003	132	27	9	4	NW EX 5 AC NE COR & EX 23 6/100 AC NW COR
58	03-000-519-59	03003	20	20	9	4	E 1/2 SE SE
59	03-000-519-60	03003	80	21	9	4	W 1/2 SW
60	03-000-519-61	03003	160	31	9	4	NE
61	03-000-519-62	03003	80	34	9	4	W 1/2 SW
62	04-000-494-00	04007	40	5	7	3	SW SW
63	04-000-495-00	04007	120	6	7	3	NW SE & S 1/2 SE
64	04-000-496-00	04007	80	7	7	3	NE SE & SW SE
65	04-000-497-00	04007	80	8	7	3	W 1/2 SW
66	04-000-498-00	04006	35	10	7	3	SE NE EX 5 AC
67	04-000-499-00	04006	40	11	7	3	SW NW
68	04-000-499-50	04001	20	13	7	3	W 1/2 SE SE
69	04-000-500-00	04001	100	15	7	3	E 1/2 SW & E 1/2 SW SW
70	04-000-501-00	04007	50	22	7	3	N 3/4 NW SW & N 1/2 NE SW
71	04-000-502-00	04007	130	22	7	3	NE NW & N 1/2 SE NW & SW NW & S 1/2 NW NW & NE NW NW
72	04-000-503-00	04007	30	22	7	3	N 3/4 NW NE
73	04-000-504-00	04007	160	21	7	3	E 1/2 NE & E 1/2 SE

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
74	04-000-505-00	04001	80	15	7	3	S 1/2 SE
75	04-000-506-00	04001	640	1	7	3	ALL SEC 1 640 AC MINED OUT
76	04-000-507-00	04001	160	2	7	3	SW 160 AC MINED OUT
77	04-000-507-50	04001	80	2	7	3	S 1/2 NE 80 AC MINED OUT
78	04-000-508-00	04001	80	2	7	3	W 1/2 NW 80 AC MINED OUT
79	04-000-508-50	04001	148	2	7	3	N 108 AC SE & S 12 AC SE & 28 AC S 1/2 SE 28 AC MINED OUT
80	04-000-509-00	04001	160	3	7	3	E 1/2 NE & E 1/2 SE
81	04-000-509-50	04001	480	3	7	3	ALL SEC 3 EX E 1/2 NE & E 1/2 SE & EX RR
82	04-000-510-00	04001	639	4	7	3	ALL SEC 4 EX 84/100 AC IN NW
83	04-000-511-00	04006	360	5	7	3	E 1/2 SEC 5 & NE SW
84	04-000-511-05	04007	240	5	7	3	W 1/2 EX SW SW & EX NE SW
85	04-000-512-00	04007	160	6	7	3	NE
86	04-000-513-00	04007	67	6	7	3	E 1/2 NW
87	04-000-514-00	04007	149	6	7	3	SW
88	04-000-515-00	04007	40	6	7	3	NE SE
89	04-000-516-00	04007	548	7	7	3	N 1/2 FRL ALL EX NE SE & SW SE
90	04-000-517-00	04006	320	8	7	3	E 1/2 SEC 8
91	04-000-517-05	04007	240	8	7	3	W 1/2 EX W 1/2 SW
92	04-000-518-00	04001	640	9	7	3	ALL SEC 9
93	04-000-519-00	04001	5	10	7	3	N 23 2/3 RDS W 30 RDS SE NE
94	04-000-520-00	04001	40	10	7	3	NE NE
	04-000-521-00	04001	479	10	7	3	W 3/4 EX 1 AC CEMETERY
	04-000-522-00	04001	80	10	7	3	E 1/2 SE
	04-000-523-00	04001	600	11	7	3	ALL EX SW NW 600 AC MINED OUT
98	04-000-529-00	04001	595	12	7	3	ALL EX NW SW & EX W 1/2 S 1/2 N 1/2 SW NW 595 MINED OUT
99	04-000-530-00	04001	620	13	7	3	ALL EX W 1/2 SE SE 538 AC MINED OUT
100	04-000-531-00	04001	640	14	7	3	ALL SEC 14 461 AC MINED OUT
101	04-000-532-00	04001	120	15	7	3	E 1/2 NE & NE SE
102	04-000-532-50	04001	340	15	7	3	NW & W 1/2 NE NW SW & W 1/2 SW SW & NW SE
103	04-000-536-0	04001	496	16	7	3	ALL SEC 16 EX S 1/2 NE & EX E 800 FT N 1/2 SE NE
104	04-000-536-05	04007	80	16	7	3	W 1/2 SW
105	04-000-539-00	04007	640	17	7	3	ALL SEC 17
106	04-000-540-00	04007	632	18	7	3	ALL SEC 18 EX 1 AC SE COR SE NW FOR GRAVEYARD
107	04-000-542-00	04007	615	19	7	3	ALL EX PTS IN TOWN OF DONNELSON & RR R/W
108	04-000-543-00	04001	640	20	7	3	ALL SEC 20
109	04-000-544-00	04001	60	21	7	3	NE NW & W 1/2 NW NE
110	04-000-544-05	04007	409	21	7	3	W 3/4 EX NE NW & EX W 1/2 NW NE & EX S 88 RD E 19RD SW NW
111	04-000-545-00	04001	160	22	7	3	E 1/2 E 1/2
112	04-000-545-50	04007	130	22	7	3	W 1/2 E 1/2 EX 30 AC NW NE
113	04-000-550-00	04007	24	22	7	3	E 24 AC SE SW
114	04-000-551-00	04001	570	23	7	3	ALL SEC 23 EX W 1/2 SE NE & E 1/2 SW NE & SW NW NE & PT SE
115	04-000-552-00	04001	640	24	7	3	ALL SEC 24 476 AC MINED OUT
116	04-000-552-01	04007	67	6	7	3	W 1/2 FRACL NW
117	04-000-552-02	04007	20	22	7	3	S 1/2 SE NW
118	04-000-552-03	04006	40	23	7	3	W 1/2 SE NE & n 1/2 NW SE
119	04-001-058-00	04001	80	15	8	3	S 1/2 SE
120	04-001-059-00	04001	240	22	8	3	N 3/4 E 1/2
	04-001-060-00	04001	40	22	8	3	SW SE
	04-001-061-00	04001	160	27	8	3	W 1/2 E 1/2
123	04-001-062-00	04001	100	34	8	3	S 3/4 W 1/2 NE & NE SW
124	04-001-063-00	04001	64	6	8	3	PT NW MINED OUT
125	04-001-064-00	04001	110	6	8	3	PT SW MINED OUT
126	04-001-065-00	04001	140	6	8	3	SE
127	04-001-066-00	04001	120	7	8	3	NW
128	04-001-067-00	04001	138	7	8	3	SW
129	04-001-069-00	04001	34	14	8	3	N 34 AC SW
130	04-001-070-00	04006	80	26	8	3	NW SE & SW NE
131	04-001-071-00	04001	160	13	8	3	SE
132	04-001-072-00	04001	367	24	8	3	E 1/2 & E SIDE NW
133	04-001-073-00	04001	620	25	8	3	ALL SEC 25 EX E 1/2 NE NE
134	04-001-074-00	04001	40	26	8	3	NE SE
135	04-001-075-00	04001	480	36	8	3	N 1/2 S 1/2 & SE SE & N 1/2 EX SW NW
136	04-001-077-00	04001	640	1	8	3	ALL SEC 1
137	04-001-078-00	04001	640	2	8	3	ALL SEC 2
138	04-001-079-00	04001	626	3	8	3	ALL SEC 3
139	04-001-080-00	04001	240	8	8	3	S 3/4 E 1/2
140	04-001-081-00	04001	93	8	8	3	W 93 33/100 AC E 140 AC NW
141	04-001-082-00	04001	21	8	8	3	N 20 AC SW & 1 29/100 AC SW COR SW
142	04-001-084-00	04001	440	9	8	3	S 1/2 & NW EX NW NW
143	04-001-085-00	04001	640	10	8	3	ALL SEC 10
144	04-001-086-00	04001	639	11	8	3	ALL SEC 11 EX 1 AC PT N 1/2 FOR SCHOOL
145	04-001-087-00	04001	14	12	8	3	E 14 AC E 1/2 SW
	04-001-087-05	04001	66	12	8	3	BAL E 1/2 SW

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
147	04-001-087-10	04001	80	12	8	3	W 1/2 SW
148	04-001-088-00	04001	320	12	8	3	N 1/2
149	04-001-089-00	04001	159	12	8	3	SE EX 1 AC IN NE
150	04-001-091-00	04001	100	13	8	3	S 1/2 NE NE & S 1/2 NE
151	04-001-092-00	04001	160	13	8	3	SW
152	04-001-093-00	04001	180	13	8	3	NW & W 1/2 NW NE
153	04-001-094-00	04001	40	13	8	3	N 1/2 NE NE & E 1/ NW NE
154	04-001-095-00	04001	606	14	8	3	ALL SEC 14 EX N 34 AC SW
155	04-001-096-00	04001	560	15	8	3	ALL EX S 1/2 SE
156	04-001-097-00	04001	640	16	8	3	ALL
157	04-001-098-00	04001	80	17	8	3	E 1/2 NE
158	04-001-099-00	04001	120	17	8	3	SW SE & S 1/2 SW
159	04-001-100-00	04001	160	17	8	3	NW
160	04-001-101-00	04001	40	17	8	3	NW SW
161	04-001-102-00	04001	287	18	8	3	S 1/2 EX 1 AC
162	04-001-103-00	04001	320	19	8	3	N 1/2
163	04-001-104-00	04001	80	19	8	3	E 1/2 SE
164	04-001-105-00	04001	80	19	8	3	E 1/2 SW
165	04-001-106-00	04001	640	20	8	3	ALL SEC 20
166	04-001-107-00	04001	640	21	8	3	ALL SEC 21
167	04-001-108-00	04001	320	22	8	3	W 1/2
168	04-001-109-00	04001	40	22	8	3	SE SE
169	04-001-110-00	04001	639	23	8	3	ALL SEC 23 EX 1 AC IN NW COR
170	04-001-111-00	04001	273	24	8	3	W 1/2
171	04-001-112-00	04001	599	26	8	3	ALL SEC 26
172	04-001-113-00	04001	480	27	8	3	ALL SEC 27
173	04-001-114-00	04001	640	28	8	3	ALL SEC 28
174	04-001-115-00	04001	640	29	8	3	ALL SEC 29
175	04-001-116-00	04001	258	30	8	3	E 1/2 SE & SW SE & SW
176	04-001-117-00	04001	80	30	8	3	E 1/2 NE
177	04-001-118-00	04001	572	31	8	3	ALL EX 1 AC IN E 1/2 SW
178	04-001-119-00	04001	640	32	8	3	ALL SEC 32
179	04-001-120-00	04001	640	33	8	3	ALL SEC 33
180	04-001-121-00	04001	80	34	8	3	E 1/2 NE
181	04-001-121-05	04001	20	34	8	3	N 1/2 NW NE
182	04-001-122-00	04001	160	34	8	3	NW
183	04-001-123-00	04001	80	34	8	3	E 1/2 SE
184	04-001-123-50	04001	20	34	8	3	N 1/2 NW SE
185	04-001-123-55	04001	180	34	8	3	S 1/2 SW & NW SW & SW SE & S 1/2 NW SE
186	04-001-124-00	04001	41	35	8	3	PT E 1/2 LYG N OF RR R/W
187	04-001-125-00	04001	80	35	8	3	N 1/2 NW
188	04-001-126-00	04001	79	35	8	3	N 1/2 S 1/2 NE & NW NE EX N 1 AC S 1/2 S 1/2 NW NE
189	04-001-127-00	04001	7	35	8	3	BLK 11 CLAGGETTS ADD TO COFFEEN IN SE NW
190	04-001-128-00	04001	10	35	8	3	PT SE SE
191	04-001-129-00	04001	18	35	8	3	PT S 1/2 SE
192	04-001-129-50	04001	40	35	8	3	NE NE
193	04-001-130-00	04001	160	36	8	3	SW NW & S 1/2 SW & SW SE
194	04-001-155-00	04001	68	4	8	3	PT W 1/2 NW
195	04-001-156-00	04001	368	5	8	3	E 1/2 NE & NW & W 1/2 SE & PT SW EX RR
196	04-001-157-00	04001	97	5	8	3	NE SE & PT E 1/2 SE
197	04-001-158-00	04001	78	5	8	3	PT W 1/2 NE
198	04-001-159-00	04001	83	6	8	3	E 1/4 NE SE & PT NE MINED OUT
199	04-001-160-00	04001	80	4	8	3	E 1/2 NW
200	04-001-162-00	04001	78	8	8	3	E PT N 1/2 N 1/2 EX 2 AC
201	04-001-162-01	04001	47	8	8	3	E PT NW
202	04-001-163-00	04001	40	9	8	3	NW NW
203	04-001-164-00	04001	160	19	8	3	W 1/2 SE & W 1/2 SW
204	04-001-165-00	04001	216	30	8	3	N 1/2 EX E 1/2 NE
205	04-001-166-00	04001	40	30	8	3	NW SE
206	04-001-166-01	04001	148	18	8	3	NE EX E 200 FT
207	04-001-166-03	04001	480	4	8	3	NE & S 1/2
208	04-001-166-05	04001	139	8	8	3	SW EX N 20 AC & EX 341 FT OFF W SIDE
209	04-001-166-07	04001	160	9	8	3	NE
210	05-000-713-00	05002	80	16	8	2	E 1/2 SW
211	05-000-714-00	05001	225	19	8	2	S 1/4 & E 60 AC N 1/2 SE & S 5 AC NE SW
212	05-000-720-00	05002	640	20	8	2	ALL SEC 20
213	05-000-721-00	05001	639	21	8	2	ALL EX 1 AC N 30 AC SE NE
214	05-000-725-00	05002	640	28	8	2	ALL SEC 28 COAL RIGHTS
215	05-000-736-00	05002	640	29	8	2	ALL SEC 29
216	05-000-739-00	05001	635	30	8	2	ALL EX E 5 AC N 1/2 NE NW
217	05-000-747-00	05001	630	31	8	2	ALL EX NE NW SW
218	05-000-754-00	05001	592	32	8	2	ALL EX S 48 AC E 1/2 SE
219	05-000-759-00	05001	640	33	8	2	ALL SEC 33

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
220	05-000-761-00	05002	40	34	8	2	SE SW
221	05-000-874-00	05001	20	17	8	2	S 1/2 SW SW
222	05-000-875-00	05001	15	18	8	2	S 3/4 W 1/2 NE SE
223	05-000-876-00	05002	80	18	8	2	W 1/2 SE
224	05-000-876-01	05001	40	18	8	2	SE SE
225	05-000-877-00	05001	150	18	8	2	SW
226	05-000-878-00	05001	160	19	8	2	W PT N 1/2
227	05-000-878-01	05002	155	19	8	2	E PT N 1/2
228	05-000-879-00	05001	40	19	8	2	NW SW
229	05-000-879-03	05002	80	17	8	2	SE NE & NE SE
230	05-000-879-05	05001	48	23	8	2	E 1/2 SE EX N 32 AC
231	05-000-879-08	05002	20	16	8	2	S 1/2 SW NE
232	05-000-879-10	05002	20	16	8	2	N 1/2 NW SE
233	05-000-879-12	05002	5	19	8	2	S 5 AC SE NE
234	06-000-460-00	06002	530	1	7	4	ALL EX E 1/2 NE & EX N 3/4 NE SE
235	06-000-461-00	06002	640	2	7	4	ALL
236	06-000-462-00	06002	640	3	7	4	ALL
237	06-000-463-00	06002	640	4	7	4	ALL
238	06-000-464-00	06008	640	5	7	4	ALL
239	06-000-465-00	06008	40	6	7	4	NE NE
240	06-000-466-00	06008	80	6	7	4	S 1/2 NE
	06-000-466-50	06008	80	6	7	4	E 1/2 SE
	06-000-467-00	06008	240	7	7	4	S 3/4 E 1/2
	06-000-468-00	06008	40	7	7	4	SE NW
244	06-000-469-00	06008	10	7	7	4	S 1/2 S 1/2 NE NE
245	06-000-470-00	06008	640	8	7	4	ALL
246	06-000-471-00	06002	600	9	7	4	ALL EX NW SW
247	06-000-471-05	06005	40	9	7	4	NW SW
248	06-000-472-00	06002	640	10	7	4	ALL
249	06-000-473-00	06002	640	11	7	4	ALL
250	06-000-474-00	06002	54	12	7	4	N 14 AC NW SE & SW SE
251	06-000-475-00	06002	557	12	7	4	E 1/2 E 1/2 & W 1/2 NE & W 1/2 EX 3 1/4 AC PT W 1/2 W 1/2
252	06-000-476-00	06002	640	13	7	4	ALL 80 AC MINED OUT
253	06-000-477-00	06002	640	14	7	4	ALL W 1/2 SW & S 1/2 SE SW MINED OUT
254	06-000-478-00	06002	640	15	7	4	ALL 240 ACS MINED OUT
255	06-000-479-00	06002	640	16	7	4	ALL SW SW MINED OUT
256	06-000-480-00	06008	320	17	7	4	N 1/2
257	06-000-481-00	06008	481	17	7	4	E 1/2 SE SW & PT NE SW
258	06-000-481-50	06008	154	17	7	4	SE EX 6 AC IN SW SE
259	06-000-482-00	06008	280	18	7	4	E 1/2 EX W 1/2 W 1/2 SE
260	06-000-482-50	06008	140	19	7	4	SE NE & N 1/2 SE & N 1/2 SW SE
261	06-000-483-00	06006	60	20	7	4	S 3/4 E 1/2 SE
262	06-000-483-50	06008	70	20	7	4	SW NW & NE SE NW & E 1/2 NE NW
263	06-000-484-00	06008	160	20	7	4	NE
264	06-000-484-50	06008	20	20	7	4	N 1/2 NW SW
265	06-000-485-00	06007	640	21	7	4	ALL MINED OUT
266	06-000-486-00	06002	640	22	7	4	ALL EX VILLAGE OF PANAMA MINED OUT
	06-000-487-00	06002	80	23	7	4	N 1/2 NW MINED OUT
	06-000-488-00	06002	80	23	7	4	N 1/2 NE
267	06-000-489-00	06002	20	23	7	4	E 1/2 SE NE
270	06-000-490-00	06002	320	24	7	4	N 1/2 80 AC MINED OUT
271	06-000-491-00	06002	240	24	7	4	W 3/4 S 1/2 SUBJECT TO RR R/W
272	06-000-492-00	06002	13	24	7	4	TRACTS & LOTS ADJ VILLAGE OF DONNELSON PT E 1/2 SE
273	06-000-494-00	06006	40	20	7	4	SE SW
274	06-000-498-00	06002	22	24	7	4	PT E 1/2 SE
275	06-000-499-00	06008	80	18	7	4	W 1/2 SW
276	06-000-499-50	06008	120	18	7	4	E 1/2 SW & W 1/2 W 1/2 SE
277	06-000-500-50	06008	143	19	7	4	NW EX N 17 1/2 AC S 35 AC E 1/2 NW
278	06-000-513-00	06002	26	12	7	4	S 26 AC NW SE
279	06-000-514-00	06008	38	17	7	4	NE SW EX S 2 ACS
280	06-000-515-00	06006	80	20	7	4	W 1/2 SE
281	06-000-516-00	06006	20	20	7	4	N 1/2 NE SE
282	06-000-518-00	06002	29	14	7	4	PT W 1/2 NE
283	06-000-518-03	06007	30	7	7	4	N 30 ACS NE NE
284	06-000-518-04	06008	40	19	7	4	NW SW
285	06-000-518-05	06008	10	19	7	4	NW SW SW
286	06-000-518-06	06008	44	7	7	4	N 44 AC E 1/2 SW
287	06-000-518-07	06008	36	7	7	4	S 75 RDS 16 FT E 1/2 SW
288	06-000-518-08	06008	50	18	7	4	N 100 RDS E 1/2 NW
289	06-000-518-09	06008	30	18	7	4	S 30 AC SE NW
290	06-000-518-10	06008	42	7	7	4	NW NW
291	06-000-518-11	06008	42	6	7	4	NW NW
	06-000-518-12	06008	84	6	7	4	S 1/2 NW

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
293	06-000-518-13	06008	80	6	7	4	E 1/2 SW
294	06-000-518-14	06008	84	6	7	4	W 1/2 SE & E 3 86/100 AC SW
295	06-000-518-15	06008	40	7	7	4	SW NW
296	06-000-518-16	06008	80	19	7	4	E 1/2 SW
297	06-000-518-17	06008	30	19	7	4	NE SW SW & S 1/2 SW SE
298	06-000-518-18	06008	80	19	7	4	NE NE SE SE
299	06-000-518-19	06008	60	20	7	4	S 6 AC W 1/2 SW
300	06-000-518-20	06008	20	19	7	4	S 1/2 SW SW
301	06-000-518-21	06002	80	1	7	4	E 1/2 NE
302	06-000-518-22	06002	30	1	7	4	N 30 AC E 1/2 SE
303	06-000-518-23	06008	84	6	7	4	W 1/2 SW
304	06-000-518-24	06008	80	17	7	4	W 1/2 SW
305	06-000-518-25	06008	42	6	7	4	NE NW
306	06-000-518-26	06008	40	6	7	4	NW NE
307	06-000-518-27	06008	45	19	7	4	N 45 AC W 1/2 NE
308	06-000-518-28	06008	20	17	7	4	W 1/2 SE SW
309	06-000-518-29	06008	2	20	7	4	N 429 FT W 203 FT NW NW
310	06-000-518-30	06008	48	20	7	4	NW NW EX N 429 FT W 203 FT & NW NE NW 2/3 INTEREST
311	06-000-518-31	06008	30	20	7	4	SE NW EX NE SE NW
312	06-000-518-32	06008	37	20	7	4	NE SW EX E 264 FT N 561 FT
313	06-000-518-35	06008	80	7	7	4	NE NW & NW NE
314	08-100-653-00	08001	14	13	8	4	PT W PT W 1/2 SW
315	08-100-656-00	08001	640	27	8	4	ALL SEC 27
316	08-100-660-00	08001	637	28	8	4	ALL SEC 28 EX 3 AC
317	08-100-661-00	08001	40	29	8	4	SE SE
318	08-100-662-00	08001	638	33	8	4	ALL SEC 33 EX 1 8/10 AC SW SW
319	08-100-667-00	08001	200	14	8	4	SE EX NE SE & S 1/2 SW
320	08-100-668-00	08001	40	22	8	4	NE NE 35 AC MINED OUT
321	08-100-668-10	08001	295	9	8	4	S 1/2 EX S 25 AC SW SW
322	08-100-670-00	08001	319	24	8	4	W 1/2 EX 94/100 AC
323	08-100-671-00	08001	117	25	8	4	SE SE & W 1/2 SE
324	08-100-672-00	08001	120	25	8	4	W 1/2 NE & NE NW
325	08-100-673-00	08001	40	13	8	4	SW SW EX RR
326	08-100-675-05	08001	158	13	8	4	SE EX N 73 92/100 FT E 1/2
327	08-100-676-05	08001	313	14	8	4	W 3/4 N 1/2 SW EX NW LYG N OF RD
328	08-100-678-00	08001	280	15	8	4	SE NE & E 1/2 SW & SE REVISED
329	08-100-680-00	08001	10	21	8	4	PT NE SE
330	08-100-681-05	08001	200	22	8	4	N 1/2 NW & W 1/2 NE & NW SE
331	08-100-682-00	08001	77	23	8	4	PT NW SW & PT N 1/2 SW SW & PT N 1/2 SE SW & S 1/2 SE NW
332	08-100-683-00	08001	320	24	8	4	E 1/2
333	08-100-684-00	08001	340	25	8	4	W 1/2 EX E 1/2 SE SW & NE NW / & E 1/2 NE
334	08-100-686-00	08001	120	26	8	4	PT E 3/4 N 1/2 N 1/2 7 AC MINED OUT
335	08-100-687-00	08001	200	36	8	4	NW NW & S 1/2 NW & NE SW & NW SE
336	08-100-688-00	08001	40	21	8	4	SE SE
337	08-100-688-01	08001	39	2	8	4	NW NW EX 1 5/100 AC SW COR 6/10 AC 1/3 INT
338	08-100-688-02	08001	275	3	8	4	NE EX CEMETERY / & E 1/2 NW & S 36 1/2 AC W 1/2 NW
339	08-100-688-03	08001	124	3	8	4	N 43 1/2 AC W 1/2 NW & S 1/2 N 1/2 SW & SE SW
340	08-100-688-04	08001	42	3	8	4	NW SE & PT SW SE
341	08-100-688-05	08001	177	4	8	4	W 1/2 NW & S 5/8 W 1/2 E 1/2 EX W 2 RDS
342	08-100-688-06	08001	101	5	8	4	W 1/2 NW SUBJ TO PHONE CO R/W & N 1/4 NE NW & E 1/2 NW SW
343	08-100-688-07	08001	159	8	8	4	SW EX S 20 FT SW SW
344	08-100-688-08	08001	240	8	8	4	W 1/2 E 1/2 & E 1/2 SE EX E 1/2 NE SE
345	08-100-688-09	08001	286	9	8	4	NW & W 112 RDS NE & S 48 RDS E 48 RD NE
346	08-100-688-10	08001	295	9	8	4	S 1/2 EX S 25 AC SW SW
347	08-100-688-12	08001	93	10	8	4	SE NW & E 957 FT NE NW & S 792 FT SW NW
348	08-100-688-13	08001	69	10	8	4	SW NE & SE NE EX N 391 FT E 1187 8/10 FT
349	08-100-688-14	08001	74	10	8	4	N 1840 3/4 FT SW EX S 799 FT W 2071 FT
350	08-100-688-15	08001	159	11	8	4	PT W 1/2
351	08-100-688-16-5	08001	265	15	8	4	PT NE & PT NW
352	08-100-688-18	08001	120	16	8	4	SW EX SE SW
353	08-100-688-20	08001	400	17	8	4	W 1/2 & NE NE & SW NE
354	08-100-688-21	08001	40	18	8	4	SE NE
355	08-100-688-22	08001	53	19	8	4	S 1/3 NE SE & SE SE
356	08-100-688-23	08001	27	19	8	4	N 1/3 E 1/2 SE
357	08-100-688-24	08001	167	20	8	4	E 60 AC NE & S 2/3 SW
358	08-100-688-25	08001	80	20	8	4	S 1/2 NW
359	08-100-688-26	08001	53	20	8	4	N 1/3 SW
360	08-100-688-30	08001	87	10	8	4	PT SW SW & S 799 1/4 FT SW
361	08-100-688-31	08001	24	10	8	4	S 24 AC W 1/2 SE
362	08-100-689-00	08001	20	21	8	4	E 1/2 NE SE
363	08-100-690-50	08001	159	21	8	4	NW EX 1 AC NW COR
364	08-100-691-00	08001	240	22	8	4	S 3/4 W 1/2
365	08-100-692-00	08001	40	22	8	4	SW SE

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
366	08-100-694-00	08001	12	23	8	4	S 1/2 SW SW EX W 507 FT
367	08-100-695-00	08001	3	25	8	4	S 12 RDS SW SW SE
368	08-100-696-00	08001	40	25	8	4	NE SE
369	08-100-697-00	08001	20	25	8	4	E 1/2 SE SW
370	08-100-699-00	08001	360	26	8	4	S 3/4 E 3/4
371	08-100-699-00-5	08001	80	26	8	4	W 1/2 NW
372	08-100-699-00-7	08001	70	26	8	4	W 1/2 SW EX S 10 AC
373	08-100-699-01	08001	320	29	8	4	W 1/2
374	08-100-699-02	08001	80	29	8	4	SW SE & NE SE
375	08-100-699-03	08001	120	29	8	4	S 1/2 NE NW SE
376	08-100-700-00	08001	110	31	8	4	E 1/2 NE & S 30 AC SW NE
377	08-100-700-05	08001	80	31	8	4	E 1/2 SE
378	08-100-701-00	08001	320	32	8	4	N 1/2
379	08-100-701-01	08006	320	32	8	4	S 1/2
380	08-100-702-00	08001	640	34	8	4	ALL SEC 34
381	08-100-703-00	08001	639	35	8	4	ALL EX PT NE NW 1 AC SCHOOL
382	08-100-705-00	08001	280	36	8	4	E 1/2 EX NW SE
383	08-100-706-00	08001	40	36	8	4	NE NW
384	08-100-707-00	08001	120	36	8	4	SW EX NE 1/4
385	08-100-707-01	08001	143	2	8	4	NE NW & W 1/2 NE & PT W 1/2 SE LYG N OF SPRINGFIELD ROAD
386	08-100-707-02	08001	40	17	8	4	NE SE
387	08-100-707-03	08001	198	6	8	4	NW NW & SE NW & E 1/2 SW & SW SE EX 1 6/10 AC PT SE SW
388	08-100-707-04	08001	66	2	8	4	PT E 1/2 NE
389	08-100-707-05	08001	80	4	8	4	W 1/2 SW
390	08-100-707-06	08001	200	5	8	4	S 1/2 NE & N 1/2 SE & SE SE
391	08-100-707-07-1	08001	40	3	8	4	SW SW 1/4 INTEREST
392	08-100-707-07-5	08001	40	3	8	4	SW SW 3/4 INTEREST
393	08-100-707-08-1	08001	81	4	8	4	SE SE 1/4 INT & SE SW & W 1 AC SW SE 1/2 INT
394	08-100-707-08-3	08001	40	4	8	4	SE SE
395	08-100-707-08-5	08001	41	4	8	4	SE SW & W 2 RDS SW SE
396	08-100-707-10	08001	191	6	8	4	PT N 1/2 NE & PT SW NE & PT SE NE & PT W 3/4 N 1/2 SE
397	08-100-707-11	08001	80	17	8	4	NW NE & SE NE
398	08-100-707-12	08001	20	3	8	4	S 1/2 SW SE EX 1/2 AC
399	08-100-707-13	08001	119	10	8	4	N 1/2 NE & SE NE EX PT NW COR SE NE
400	08-100-707-14	08001	22	11	8	4	IRREG 22 7/100 AC TRACT NW 1/4
401	08-100-707-15	08001	80	7	8	4	E 1/2 NW
402	08-100-707-16	08001	26	7	8	4	N 26 AC E 1/2 SW
403	08-100-707-17	08001	107	7	8	4	PT E 1/2 SW & PT SW NE 7 NW SE & PT SW SE N OF CREEK
404	08-100-707-18	08001	120	17	8	4	W 1/2 SE & SE SE
405	08-100-707-19	08001	18	18	8	4	NE SE LYG NLY OF RD
406	08-100-707-20	08001	60	18	8	4	E 3/4 N 1/2 NE
407	08-100-707-21	08001	40	18	8	4	SW NE EX 3 1/2 AC SW COR & E 3/4 NW SE LLYG N OF RD
408	08-100-707-22	08001	64	19	8	4	SW SW & W 1/2 SE SW
409	08-100-707-23	08001	40	19	8	4	NW SE
410	08-100-707-24	08001	180	20	8	4	W 100 AC NE W 1/2 SE
411	08-100-707-25	08001	40	20	8	4	NE SE
412	08-100-707-26	08001	160	21	8	4	SW
413	08-100-707-27	08001	90	30	8	4	E 1/2 NW & 6 AC IRREG TRACT SW COR SW NE
414	08-100-707-28	08001	75	30	8	4	E 1/2 NE EX S 594 FT S 366 FT
415	08-100-707-29	08001	7	30	8	4	W 801 FT E 1445 FT S 382 FT SE SW
416	08-100-707-30	08001	45	30	8	4	E 1/2 NE SW & PT NW SE LYG NWLY OF RD
417	08-100-707-31	08001	12	31	8	4	PT NE COR NW
418	08-100-707-32	08001	9	6	8	4	W 8 AC PT SW SW N OF FORMER RR R/W & S 33 FT NW SW
419	08-100-707-33	08001	80	7	8	4	W 1/2 NW
420	08-100-707-34	08001	120	5	8	4	SW SE & E 1/2 SW EX W 28 FT
421	08-100-707-35	08001	69	6	8	4	SW NW & NW SW EX S 11 AC
422	08-100-707-36	08001	10	6	8	4	S 11 AC NW SW EX S 1 AC
423	08-100-707-37	08001	9	6	8	4	PT SW SW LYG SLY OF ABANDONED RR EX NE PT
424	08-100-707-41	08001	10	7	8	4	S 1/2 S 1/2 SE SW
425	08-100-707-42	08001	50	7	8	4	NE SW SE & SE SE
426	08-100-707-43	08001	62	19	8	4	SW SE & E 1/2 SE SW
427	08-100-707-46	08001	158	5	8	4	N 1/2 NE EX HWY & S 3/4 NE NW & SE NW
428	08-100-707-47	08001	60	5	8	4	W 1/2 NW SW & SW SW EX 47/100 AC NE COR
429	08-100-707-48	08001	51	6	8	4	E 586 74/100 FT NE SE LYG SLY OF RD & SE SE
430	08-100-707-49	08001	40	7	8	4	NW NE
431	08-100-707-50	08001	40	7	8	4	NE NE
432	08-100-707-51	08001	80	8	8	4	E 1/2 NE
433	08-100-707-52	08001	71	30	8	4	W 1/2 NE EX E 60 FT N 200 FT & EX PT SW COR
434	08-100-707-53	08001	44	30	8	4	NE SE & N 1/2 NW SE LYLG E HWY
435	08-100-707-54	08001	136	10	8	4	E 1/2 SE & W 1/2 SE EX S 24 AC
436	08-100-707-55	08001	79	11	8	4	IRREG 79 45/100 AC TRACT SWW

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS
							LEGAL DESCRIPTION
437	08-100-707-56	08001	5	3	8	4	W 372 1/2 FT E 851 1/2 FT N 1/2 SW SE EX PT NW OF RD
438	08-100-707-57	08001	41	6	8	4	S 1134 1/2 FT SE NE E OF RD & NE SE N OF RD
439	08-100-707-58	08001	38	4	8	4	NW NE EX 1 76/100 AC RD
440	08-100-707-59	08001	5	30	8	4	S 594 FT W 366 3/10 FT E 1/2 NE
441	08-100-707-60	08001	43	2	8	4	W 200 FT SE NW & PT S 1/2 NW
442	08-100-707-61	08001	132	16	8	4	N 1/2 NE & NE NE & SW NE & SE NE EX E 1/2 LLYG S OF RD
443	08-100-707-62	08001	60	16	8	4	NW SE & W 745 2/10 FT EX S 165 FT NE SE
444	08-100-707-63	08001	35	7	8	4	SE NE EX W 355 FT N 613 1/2 FT
445	08-100-707-64	08001	40	7	8	4	NE SE
446	08-100-707-65	08001	20	8	8	4	S 1/2 SW NW
447	08-100-707-66	08001	20	8	8	4	N 1/2 SW NW 1/2 INTEREST
448	08-100-707-67	08001	91	30	8	4	W 1/2 SW & W 3 1/2 AC NE SW PER 312/500
449	08-100-707-68	08001	80	31	8	4	W 1/2 NW
450	08-100-707-69	08005	40	31	8	4	SE SW
451	08-100-707-70	08005	80	31	8	4	W 1/2 SE
452	08-100-707-71	08001	20	9	8	4	S 25 AC SW SW EX N 400 FT W 544 1/2 FT
453	08-100-707-72	08001	20	6	8	4	THAT PT SW SW LYG N OF OLD RR EX W 8 AC
454	08-100-707-73	08001	77	2	8	4	W 1/2 SW EX S 100 FT
455	08-100-707-74	08001	60	2	8	4	E 1/2 SW LYG S & W ILL 16 & 127 EX SE COR S 100 FT
456	08-100-707-75	08001	58	3	8	4	NE SE & E 25 AC SE SE EX S 100 FT & EX PT NW COR
457	08-100-707-76	08001	20	3	8	4	W 1/2 SE SE
458	08-100-707-77	08001	18	18	8	4	N 18 AC NW NW
459	08-100-707-78	08001	10	26	8	4	S 10 AC SW NW
460	08-100-707-79	08001	5	3	8	4	N 1/2 SW SE LYG S OF RD EX E 851 1/2 FT
461	08-100-707-80	08001	10	7	8	4	N 10 AC SW NE
462	08-100-707-82	08001	64	7	8	4	W 1/2 SW EX S 20 AC
463	08-100-707-83	08001	5	9	8	4	N 400 FT W 544 1/2 FT S 25 AC SW SW
464	08-100-707-84	08001	29	2	8	4	PT W 1/2 SE EX S PT
465	08-100-707-85	08001	3	2	8	4	PT SE SW SUBJ TO POWER & LIGHT R/W
466	08-100-707-86	08001	40	4	8	4	NE NW
467	08-100-707-87	08001	24	15	8	4	SW SW EX N 528 FT
468	08-100-707-88	08001	160	16	8	4	NW
469	08-100-707-89	08001	22	16	8	4	S 22 AC SE SE
470	08-100-707-90	08001	80	20	8	4	N 1/2 NW
471	08-100-707-92	08001	51	31	8	4	E 1/2 NW EX N 28 64/100 AC
472	08-100-707-93	08001					
473	08-100-707-94	08001					
474	08-100-707-95	08001	80	4	8	4	E 1/2 NE
475	08-100-707-96	08001	130	21	8	4	NE EX PT W 1/2 SE NE
476	08-100-707-97	08001	90	21	8	4	SE LYG W OF RD
477	09-000-685-00	09002	160	31	9	3	NE
478	09-000-691-00	09002	290	21	9	3	N 1/2 SE & W 1/2 SE SW & PT N 1/2
479	09-000-692-00	09002	329	22	9	3	PT SEC 22
480	09-000-693-00	09002	629	23	9	3	ALL EX RR & EX PT SW NW LYG NW OF RR
481	09-000-694-00	09002	80	24	9	3	W 1/2 NW
482	09-000-694-05	09005	80	24	9	3	E 1/2 NE
483	09-000-695-00	09002	320	24	9	3	S 1/2
484	09-000-696-00	09002	639	25	9	3	ALL EX 1 AC PT SW
485	09-000-697-00	09002	596	26	9	3	ALL EX SW SW & EX S 15 RDS S 40 RDS N 1/2 NW NW
486	09-000-698-00	09002	635	27	9	3	ALL EX RR
487	09-000-699-00	09002	225	28	9	3	NE & S 1/2 NE NW & N 1/2 SE NW & W 25 AC E 35 AC S 1/4 NW
488	09-000-700-00	09002	316	28	9	3	S 1/2 EX RR & 1 AC SE COR NW SE
489	09-000-701-00	09002	20	29	9	3	E 1/2 NE SE
490	09-000-701-50	09002	116	33	9	3	SE NE & E 1/2 SE EX 4 AC PT SE SE
491	09-000-702-00	09002	639	34	9	3	ALL EX CEMETERY
492	09-000-702-25	09002	480	35	9	3	E 1/2 & E 1/2 W 1/2
493	09-000-702-50	09002	640	36	9	3	ALL
494	09-000-703-00	09002	120	31	9	3	N 1/2 SE & SE SE
495	09-000-704-00	09002	519	32	9	3	S 1/2 EX RR & S 1/2 N 1/2 & PT N 1/2 N 1/2 REVISED
496	09-000-705-00	09002	80	33	9	3	W 1/2 SW
497	09-000-706-00	09002	40	32	9	3	NE NE
498	09-000-707-00	09002	432	33	9	3	PT N 1/2 & E 1/2 SW & PT W 1/2 SE
499	09-000-708-00	09006	80	1	9	3	E 1/2 NE
500	09-000-708-01	09002	36	11	9	3	W PT S 1/2 SW
501	09-000-708-02	09002	80	15	9	3	W 1/2 NW
502	09-000-708-03	09002	20	15	9	3	W 1/2 NW SW 1/2 INT
503	09-000-708-04	09002	80	16	9	3	E 1/2 NE
504	09-000-708-05	09002	128	29	9	3	E 1/2 NW & PT W 1/2 NW
505	09-000-708-06	09002	47	30	9	3	S 1115 FT SW EX N 231 FT
506	09-000-708-07	09002	40	26	9	3	SW SW
507	09-000-708-07-1	09002	30	22	9	3	N 1/2 SW NE & SW NW NE
508	09-000-708-08	09002	40	35	9	3	SW SW
509	09-000-708-09	09002	80	15	9	3	S 1/2 NE

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
510	09-000-708-10	09002	114	15	9	3	E 1/2 NW & N 34 AC NE SW
511	09-000-708-11	09002	20	16	9	3	W 1/4 W 1/2 NW
512	09-000-708-12	09002	100	16	9	3	E 3/4 W 1/2 NW & NE NW
513	09-000-708-13	09002	80	16	9	3	SE NW & SW NE
514	09-000-708-14	09002	80	16	9	3	W 1/2 SW
515	09-000-708-15	09002	80	16	9	3	E 1/2 SW
516	09-000-708-16	09002	20	17	9	3	W 1/2 SW SW
517	09-000-708-17	09002	60	17	9	3	NE SE & E 1/2 NW SE
518	09-000-708-18	09002	40	17	9	3	SE SE
519	09-000-708-19	09002	40	18	9	3	SE SE
520	09-000-708-20	09002	60	17	9	3	SW SE & E 1/2 SE SW
521	09-000-708-21	09002	150	19	9	3	NE EX S 10 AC E 1/2 NE
522	09-000-708-22	09002	20	20	9	3	NW NW NE & NE NE NW
523	09-000-708-23	09002	23	20	9	3	SW NW NE & N 1/2 NW SW & SE NE NW EX W 165 FT
524	09-000-708-24	09002	24	20	9	3	S 3/4 W 1/2 SW NE & PT E 1/2 SE NW
525	09-000-708-25	09002	30	20	9	3	N 1/2 NE NE & NE NW NE
526	09-000-708-26	09002	90	20	9	3	S 90 AC E 120 AC NE
527	09-000-708-27	09002	20	20	9	3	W 1/2 NW SW
528	09-000-708-28	09002	60	20	9	3	NE SW & E 1/2 NW SW
529	09-000-708-29	09002	40	20	9	3	SW SE
530	09-000-708-30	09002	38	20	9	3	PT SE SE
531	09-000-708-31	09002	20	21	9	3	N 1/2 NE NW
532	09-000-708-32	09002	100	21	9	3	N 1/2 SW & E 1/2 SE SW
533	09-000-708-33	09002	40	21	9	3	SW SW
534	09-000-708-34	09002	43	21	9	3	SW SE & PT E 10 AC SE SE
535	09-000-708-35	09002	37	21	9	3	SE SE LYG N OF RD
536	09-000-708-36	09002	20	22	9	3	N 1/2 NW NE
537	09-000-708-37	09002	1	22	9	3	PT S 4 AC W 10 AC SW SW
538	09-000-708-38	09002	3	22	9	3	PT S 4 AC W 10 AC SW SW LYG S OF RD
539	09-000-708-39	09002	65	28	9	3	NW NW & N 1/2 SW NW & W 5 AC S 1/1 SW NW
540	09-000-708-40	09002	10	28	9	3	SE SE NW
541	09-000-708-41	09002	44	29	9	3	PT SW SE & PT SE SW
542	09-000-708-42	09002	10	30	9	3	W 40 RDS N 40 AC NW
543	09-000-708-43	09002	30	30	9	3	S 1/2 NW EX W 48 RDS
544	09-000-708-44	09002	40	30	9	3	SE SE
545	09-000-708-45	09002	8	32	9	3	N 330 FT W 330 FT NE & N 330 FT E 660 FT NW
546	09-000-708-46	09002	80	15	9	3	N 1/2 NE
547	09-000-708-47	09002	20	28	9	3	N 1/2 NE NW
548	09-000-708-48	09002	80	29	9	3	E 1/2 NE
549	09-000-708-49	09002	80	35	9	3	NW SW & SW NW
550	09-000-708-50	09002	8	15	9	3	S 8 AC SW SW
551	09-000-708-51	09002	80	16	9	3	E 1/2 SE
552	09-000-708-52	09002	40	20	9	3	SW SW
553	09-000-708-53	09002	37	20	9	3	SE SW EX E 506 FT N 290 FT
554	09-000-708-54	09002	28	21	9	3	N 30 AC NW NE EX 2 AC CEM NW COR
555	09-000-708-55	09002	78	21	9	3	W 1/2 NW EX N 330 FT W 264 FT
556	09-000-708-56	09002	32	22	9	3	N 32 AC NW NW
557	09-000-708-57	09002	20	22	9	3	N 1/2 SE NW
558	09-000-708-58	09002	91	29	9	3	W 1/2 NE & 11 11/100 AC NW COR NW SE
559	09-000-708-59	09002	32	29	9	3	W 32 AC NW
560	09-000-708-60	09002	87	30	9	3	E 1/2 SW NE & SE NE & S 27 AC NE NE
561	09-000-708-61	09002	100	30	9	3	W 1/2 SE & W 1/2 SW NE
562	09-000-708-62	09002	43	19	9	3	PT N 1/2 SW
563	09-000-708-63	09002	2	20	9	3	2 AC IN E 1/2 SE SE
564	09-000-708-64	09002	72	15	9	3	E 1/2 NW SW & N 32 AC SW SW & N 14 AC SE SW & S 6 AC NE SW
565	09-000-708-65	09002	20	20	9	3	W 1/2 NW NW 1/2 INT
566	09-000-708-66	09002	20	20	9	3	NW NE NW & NE NW NW
567	09-000-708-67	09002	80	20	9	3	N 1/2 SE
568	10-000-417-00	10001	481	2	10	2	ALL EX NE
569	10-000-418-00	10001	641	3	10	2	ALL
570	10-000-419-00	10001	160	4	10	2	SE
571	10-000-420-00	10001	80	9	10	2	E 1/2 SE
572	10-000-421-00	10001	480	10	10	2	ALL EX NE 160 AC
573	10-000-422-00	10001	280	11	10	2	E 1/2 EX SE SE
574	10-000-423-00	10001	161	11	10	2	SW EX CERTAIN LOTS IN WENONAH
575	10-000-424-00	10001	120	12	10	2	N 1/2 NW & SW NW
576	10-000-425-00	10001	120	14	10	2	N 1/2 NW & NW NE
577	10-000-426-00	10001	240	15	10	2	NE & NE NW & N 1/4 SE
578	10-000-427-00	10001	80	29	10	2	S PT SW
579	10-000-429-00	10001	160	31	10	2	NE MINED OUT
580	10-000-430-00	10005	176	32	10	2	SE NW N 1/2 SE & PT NE S OF RR MINED OUT
581	11-100-668-00	11001	40	28	9	5	NE SW
582	11-100-669-00	11001	38	28	9	5	NW SW EX RR

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
583	11-100-670-00	11001	38	28	9	5	SW SW EX RR
584	11-100-671-00	11001	20	28	9	5	W 1/2 SE SW
585	11-100-672-00	11001	40	29	9	5	SE NE
586	11-100-673-00	11001	40	29	9	5	SW NE
587	11-100-674-00	11001	40	29	9	5	NE SE
588	11-100-675-00	11001	40	29	9	5	NW SE
589	11-100-676-00	11001	40	29	9	5	SW SE
590	11-100-677-00	11001	38	29	9	5	SE SE EX RR
591	11-100-678-00	11001	46	32	9	5	PT E 1/2 NE
592	11-100-679-00	11001	170	11	9	5	S 1/2 SW & S14 T9 R5 PT SW SE & W 1/2 NW
593	11-100-679-01	11001	37	36	9	5	W 1/2 W 1/2 NE EX RR
594	11-100-679-02	11001	24	36	9	5	E 816 FT SE SE
595	11-100-679-03	11001	35	36	9	5	S 1/2 SW LLYG SLY OF RR
596	11-100-679-04	11001	57	36	9	5	E 3/4 N 1/2 NE EX RR
597	11-100-679-05	11001	15	25	9	5	E 15 AC SE SE EX RR
598	11-100-679-06	11001	74	35	9	5	E 1/2 SE LYG NWLY RR
599	11-100-679-07	11001	27	36	9	5	W 27 AC PT SW LYG NWLY OF RR
600	11-100-679-08	11001	112	36	9	5	PT E 1/2 SW & NW SE & PT SW SE
601	11-100-679-09	11001	40	36	9	5	NE SE
602	11-100-679-10	11001	49	36	9	5	PT S 1/2 LYG ELY W FORK OF SHOAL CRK EX E 816 FT & HWY
603	11-100-679-11	11001	4	35	9	5	PT E 1/2 SE LYG SELY OF R/W
604	11-100-680-00	11006	-	-	-	-	BLKS 1-2-3-4-5-8 & 6 SCHERER ADD CORP LIMITS
605	11-100-681-00	11006	-	-	-	-	BLKS 1-2-3-4-7-8-9-10 & 13 PIERCES 1ST ADD CORP LIMITS
606	11-100-682-00	11006	-	-	-	-	BLKS 30 & 31 PIERCES 3RD ADD CORP LIMITS
607	11-100-683-00	11006	-	-	-	-	BLKS A-B-C- & D PIERCES 4TH ADD CORP LIMITS
608	11-100-684-00	11006	-	-	-	-	LOTS 1 & 2 PIERCES 5TH ADD CORP LIMITS
609	11-100-685-00	11006	-	-	-	-	BLKS 1 & 2 W H FISHERS ADD CORP LIMITS
610	11-100-686-00	11006	-	-	-	-	BLKS 1 & 2 EX LOTS 15 & 16 W G DAVIS ADD CORP LIMITS
611	11-100-687-00	11006	-	-	-	-	BLKS 6 & 7 EX LOT 14 HOOD & TULLEYS ADD CORP LIMITS
612	11-100-688-00	11006	-	-	-	-	LOTS 4 & 5 BLK 5 HOOD & TULLEYS ADD CORP LIMITS
613	11-100-689-00	11006	-	-	-	-	BLK 18 PARRISH SUB DIV BURRS 2ND ADD
614	11-100-690-00	11006	-	-	-	-	BLKS 1-2-3-4-5-6- & 7 BURRS ADD CORP LIMITS
615	11-100-691-00	11006	-	-	-	-	BLKS 8-9-10-11 & 12 BURRS ADD CORP LIMITS
616	11-100-692-00	11006	-	-	-	-	KELLER SUB DIV BLK 9 BURRS 2ND ADD CORP LIMITS
617	11-100-693-00	11006	-	-	-	-	BLKS 11 THRU 21 BURRS 2ND ADD & CLEARWATER SUB
618	11-100-694-00	11006	-	-	-	-	BLKS A-B & C MRS BOLES ADD CORP LIMITS
619	11-100-695-00	11006	-	-	-	-	BLKS 1 & 2 JONES SUB DIV CORP LIMITS
620	11-100-696-00	11006	-	-	-	-	BLKS 1-2-3-4-5-6-7 & 10 TOMLINSONS 2ND ADD CORP LIMITS
621	11-100-697-00	11006	9	33	9	5	SW NW NW LANDS CORP LIMITS
622	11-100-698-00	11006	26	33	9	5	PT NE NW LANDS CORP LIMITS
623	11-100-699-00	11006	1	33	9	5	PT NW SE LANDS CORP LIMITS
624	11-100-700-00	11006	9	33	9	5	PT NE SW NE LANDS CORP LIMITS
625	11-100-701-00	11006	7	33	9	5	N PT N 1/2 NW LANDS CORP LIMITS
626	11-100-701-02	11001	5	33	9	5	BLKS 1 & 2 BURRS 2ND ADD & PT FRANKLIN N OF THOMAS & PT BAYLESS E (
627	11-100-701-04	11001	40	12	9	5	SW NE
628	11-100-701-06	11001	40	12	9	5	NE SW
629	11-100-701-08	11001	10	12	9	5	SW NW SE
630	11-100-701-10	11001	5	12	9	5	N 1/2 NE SE SW
631	11-000-701-12	11001	10	12	9	5	N 1/2 NW SE
632	11-100-701-14	11001	7	12	9	5	E 7 AC S 1/2 NW SE
633	11-100-701-16	11001	80	28	9	5	S 1/2 SE
634	11-000-701-18	11001	403	22	9	5	PT SEC 22
635	11-000-701-20	11001	16	4	9	5	MINERALS BENEATH ICG RR R/W
636	11-000-701-22	11001	15	16	9	5	MINERALS BENEATH ICG RR R/W
637	11-000-701-24	11001	8	28	9	5	MINERALS BENEATH ICG RR R/W
638	11-000-701-26	11006	6	33	9	5	MINERALS BENEATH ICG RR R/W
639	11-100-702-00	11006	8	33	9	5	N PT W 1/2 NW NW LANDS CORP LIMITS
640	15-000-453-00	15002	560	3	7	2	ALL EX W 1/2 NE
641	15-000-456-00	15002	200	4	7	2	PT E PT SEC 4
642	15-000-456-05	15001	440	4	7	2	W 1/2 & PT NE OF SEC 4
643	15-000-457-00	15001	640	5	7	2	ALL SEC 5 230 ACS MINED OUT
644	15-000-458-00	15001	640	6	7	2	ALL SEC 6 640 ACS MINED OUT
645	15-000-464-00	15001	640	7	7	2	ALL SEC 7 640 ACS MINED OUT
646	15-000-465-00	15001	640	8	7	2	ALL SEC 8 406 ACS MINED OUT
647	15-000-466-00	15001	600	9	7	2	ALL SEC 9 EX 40 AC TRACT
648	15-000-466-05	15002	40	9	7	2	PT SEC 9
649	15-000-467-00	15002	640	10	7	2	ALL SEC 10
650	15-000-468-00	15002	20	11	7	2	N 1/2 SE SE
651	15-000-469-00	15002	40	13	7	2	NW SE
652	15-000-470-00	15002	20	14	7	2	W 1/2 SW NW
653	15-000-471-00	15002	144	14	7	2	SW EX 10 AC NE COR & EX 6 AC ON S SIDE SW SW
654	15-000-473-00	15002	440	15	7	2	PT S PT NW & E 1/2 SEC 15 20 ACS MINED OUT
655	15-000-473-05	15001	200	15	7	2	PT SW 1/4 & N PT NW

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
656	15-000-474-00	15001	640	16	7	2	ALL SEC 16 188 ACS MINED OUT
657	15-000-475-00	15001	640	17	7	2	ALL SEC 17 271 ACS MINED OUT
658	15-000-476-00	15001	640	18	7	2	ALL SEC 18 523 ACS MINED OUT
659	15-000-477-00	15001	640	19	7	2	ALL SEC 19 168 ACS MINED OUT
660	15-000-478-00	15001	640	20	7	2	ALL SEC 20 EX 1/2 AC SW COR NE SW
661	15-000-481-00	15001	640	21	7	2	ALL SEC 21
662	15-000-482-00	15001	160	22	7	2	PT SEC 22
663	15-000-482-01	15002	480	22	7	2	PT SEC 22
664	15-000-484-00	15002	80	23	7	2	W 1/2 SW
665	15-000-484-01	15002	40	2	7	2	NW SW EX 27/100 AC NW NW SW
666	15-000-484-02	15002	40	2	7	2	SE SW
667	15-000-484-03	15002	40	2	7	2	SW SE
668	15-000-484-04	15002	40	24	7	2	SE SE
669	15-000-484-05	15002	80	24	7	2	S 1/2 NE
670	15-000-484-06	15002	6	13	7	2	PT S 1/2 SW N 6 ACS W 10 ACS S 50 ACS
671	15-000-484-07	15002	40	1	7	2	SE SE
672	15-000-484-08	15002	140	11	7	2	W 1/2 SE & NE SE & S 1/2 SE SW
673	15-000-484-10	15002	40	12	7	2	NW SW
674	15-000-484-11	15002	20	24	7	2	N 1/2 SW NW
675	15-000-484-12	15002	40	23	7	2	NE NE
676	15-000-484-13	15002	59	1	7	2	NE NE & E PT SE NE
677	15-000-484-15	15002	2	1	7	2	PT E 1/2 NE SE
678	15-000-484-16	15002	57	1	7	2	PT SE NW & SW NW
679	15-000-484-18	15002	40	2	7	2	SE NE
680	15-000-484-19	15002	20	11	7	2	S 1/2 SE SE
681	15-000-484-23	15002	80	2	7	2	E 1/2 NW
682	15-000-484-24	15002	95	11	7	2	S 1/2 NW & S 15 25/100 A NW NW
683	15-000-484-25	15002	80	11	7	2	NE NW & NW NE
684	15-000-484-26	15002	80	11	7	2	S 1/2 NE
685	15-000-484-27	15002	40	11	7	2	NE SW
686	15-000-484-28	15002	20	11	7	2	N 1/2 SE SW
687	15-000-484-30	15002	13	12	7	2	E 1/3 SE NW
688	15-000-484-32	15002	39	12	7	2	SW SW EX S 103 FT W 429 FT
689	15-000-484-33	15002	131	12	7	2	SW NW EX N 264 FT E 330 FT & E 1/2 SW & CENTER 1/3 SE NW
690	15-000-484-35	15002	140	14	7	2	W 1/2 NE & N 1/2 NE NW & NW NW
691	15-000-484-36	15002	20	14	7	2	W 1/2 NE NE
692	15-000-484-37	15002	20	24	7	2	S 1/2 NW NW
693	15-000-484-40	15002	80	24	7	2	W 1/2 SW
694	15-000-484-42	15002	56	1	7	2	N 1849 FT E 1/2 NW
695	15-000-484-43	15002	40	1	7	2	NW NW
696	15-000-484-44	15002	19	1	7	2	N 1/2 NW NE
697	15-000-484-45	15002	35	1	7	2	IRREG TRACT PT NE DESC IN 299/40
698	15-000-484-46	15002	100	1	7	2	S 1/2 SW & W 1/2 SW SE
699	15-000-484-47	15002	23	1	7	2	N 23 ACS NW SW
700	15-000-484-48	15002	212	1	7	2	IRREG TRACT PT SEC 1 DESC IN 299/24
701	15-000-484-49	15002	4	1	7	2	4 AC OFF E SIDE NE SE
702	15-000-484-50	15002	70	2	7	2	W 1/2 NE
703	15-000-484-51	15002	40	2	7	2	NE NE
704	15-000-484-52	15002	120	2	7	2	E 1/2 SE & NW SE
705	15-000-484-53	15002	40	11	7	2	NE NE
706	15-000-484-54	15002	40	11	7	2	NW SW
707	15-000-484-55	15002	40	11	7	2	SW SW
708	15-000-484-56	15002	122	12	7	2	N 1/2 NW & NW NE & N 264 FT E 330 FT SW NW
709	15-000-484-57	15002	80	12	7	2	E 1/2 NE
710	15-000-484-58	15002	120	12	7	2	W 1/2 SE & SE SE
711	15-000-484-59	15002	74	13	7	2	E 1/2 NW EX 6 AC NW OF CREEK
712	15-000-484-60	15002	122	13	7	2	E 1/2 NE & PT E 1/2 NW NE LYG NLY HWY & PT NE SE
713	15-000-484-61	15002	5	13	7	2	S 907 1/2 FT E 239 25/100 FT NE SE
714	15-000-484-62	15002	40	12	7	2	SW NE
715	15-000-484-63	15002	100	24	7	2	N 1/2 NW NW & E 1/2 NW
716	15-000-484-64	15002	40	24	7	2	NE SE
717	15-000-484-65	15002	40	2	7	2	SW SW
718	15-000-484-66	15002	6	14	7	2	EAST 6 ACS SW SW
719	15-000-484-67	15002	103	23	7	2	PT NW N GALLOWAY ST & PT NW GREENVILLE RD
720	15-000-484-68	15002	20	23	7	2	N 1/2 NW NE
721	16-000-607-00	16001	33	31	8	5	SW NW
722	16-000-608-00	16001	61	31	8	5	PT SW MINED OUT
723	16-000-609-00	16001	70	31	8	5	PT SW
724	16-000-610-00	16001	41	31	8	5	SW SE
725	16-000-610-01	16002	139	1	8	5	E 1/2 NE NW & N 3/4 W 1/2 NE & S 3/4 E 1/2 NE
726	16-000-610-02	16002	87	1	8	5	S 1/2 SW NE & N 44 AC W 1/2 SE & N 52 RD S 72 RD EX W 155 FT SW SE
727	16-000-610-03	16002	12	1	8	5	S 10 AC SW SE & S 8 RD E 40 RD SE SW
728	16-000-610-04	16002	73	1	8	5	N 75 AC E 1/2 SE EX S 175 FT E 460 FT

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS
							LEGAL DESCRIPTION
729	16-000-610-05	16002	58	2	8	5	E 1/2 NE LYG S OF RR EX 8 9/10 AC & HWY
730	16-000-610-05-5	16002	20	11	8	5	N 1/2 NE NE
731	16-000-610-06	16002	87	12	8	5	NE NW W CRK & E 3/4 S 1/2 NW NW & SW NW & N26 RD W40 RD SE NW
732	16-000-610-07	16002	128	12	8	5	W 1/2 NE & NE NW E OF CREEK & SE NW EX N 26 RD & W 40 RD
733	16-000-610-08	16002	40	12	8	5	SE NE
734	16-000-610-09	16002	40	13	8	5	SW SW
735	16-000-610-10	16002	120	23	8	5	E 1/2 NE & NE SE
736	16-000-610-11	16002	240	24	8	5	S 1/2 NW & W 1/2 SW NE & N 1/2 SW & W 1/2 NW SE & SW SE
737	16-000-610-12	16002	307	25	8	5	NW EX SE NW & EX 3 AC SE COR & E 1/2 NE & W 1/2 SE & NW SE SE
738	16-000-610-13	16002	80	26	8	5	E 1/2 NE
739	16-000-610-14	16002	28	1	8	5	NW NW EX S 6 AC & EX 6 1/2 AC HWY
740	16-000-610-15	16002	46	1	8	5	S 1530 377/100 FT W 1/2 NW
741	16-000-610-16	16002	7	1	8	5	S 7 AC N 1/2 NE NE
742	16-000-610-17	16002	6	1	8	5	PT E 9 1/2 AC SE NW LYG S RD
743	16-000-610-18	16002	161	1	8	5	SW EX S 132 FT E RIVER & N 858 FT S 1188 FT W 155 FT SW SE
744	16-000-610-19	16002	9	2	8	5	PT NE S OF HWY
745	16-000-610-20	16002	70	2	8	5	E 1/2 SE EX N 1/2 NE SE
746	16-000-610-21	16002	40	17	8	5	NW NW
747	16-000-610-22	16002	100	17	8	5	NE NW & SW NW & W 1/2 SE NW
748	16-000-610-23	16002	80	18	8	5	NW NE & NE NW
749	16-000-610-24	16002	40	18	8	5	NE NE
750	16-000-610-25	16002	40	24	8	5	SE SW
751	16-000-610-26	16002	4	1	8	5	PT N 13 AC NE NE LYG W CREEK EX W 2 AC & EX HWY
752	16-000-610-27	16002	2	1	8	5	E 170 FT N 370 FT PT NE NE LYG S HWY
753	16-000-610-28	16002	79	18	8	5	S 1/2 LOT 2 NW & N 1/2 LOT 2 SW
754	16-000-610-29	16002	9	19	8	5	9 AC NE COR NW SW 625 FT X 625 FT
755	16-000-610-30	16002	2	1	8	5	W 2 AC E 13 AC N SIDE NE NE
756	16-000-610-31	16002	3	1	8	5	W 362 FT E 532 FT N 370 FT NE NE EX RR
757	16-000-610-32	16002	80	13	8	5	E 1/2 SW
758	16-000-610-33	16002	40	18	8	5	NW NW
759	16-000-610-34	16002	80	23	8	5	S 1/2 SE
760	16-000-610-35	16002	80	24	8	5	N 1/2 NW
761	16-000-610-36	16002	40	24	8	5	SW SW
762	16-000-610-37	16002	40	18	8	5	S 1/2 LOT 1 SW
763	16-000-610-38	16002	139	19	8	5	W 1/2 NW & NE NW
764	16-000-610-39	16002	114	19	8	5	NW NE & E 1/2 NE EX RR
765	16-000-610-40	16002	29	25	8	5	S 9 AC NE SE & E 1/2 SE SE
766	16-000-610-41	16002	15	36	8	5	E 495 FT NE NE
767	16-000-610-41-03	16002	37	36	8	5	SE NE LYG S & E OF RD EX 3 AC IN NW COR
768	16-000-610-42-01	16002	31	25	8	5	N 102 FT NE SE
769	17-000-438-00	17009	5	23	7	5	PT SE
770	17-000-439-00	17009	80	25	7	5	E 1/2 NE
771	17-000-440-00	17009	10	25	7	5	SW NW NE
772	17-000-441-00	17009	20	25	7	5	N 1/2 SE NW
773	17-000-442-00	17009	80	25	7	5	E 1/2 SW
774	17-000-443-00	17009	80	25	7	5	E 1/2 SE
775	17-000-443-05	17009	80	25	7	5	W 1/2 SE
776	17-000-444-00	17009	160	26	7	5	NE
777	17-000-445-00	17009	40	26	7	5	PT NE NW
778	17-000-446-00	17009	39	26	7	5	PT NW SE
779	17-000-447-00	17009	80	36	7	5	E 1/2 NE
780	17-000-447-05	17009	80	36	7	5	W 1/2 NE
781	17-000-448-00	17009	26	36	7	5	26 AC E SIDE E 1/2 NW
782	17-000-449-00	17009	76	36	7	5	N 1/2 SE EX 4 23/100 AC SW COR NE SE
783	17-000-449-05	17009	84	36	7	5	S 1/2 SE & 4 23/100 AC SW COR NE SE
784	17-000-450-00	17003	234	6	7	5	NW & W 1/2 NE EX 4 AC 95 32/100 AC MINED OUT
785	17-000-451-00	17003	216	6	7	5	SW & NW SE & W 1/2 SW SE 141 58/100 AC MINED OUT
786	17-000-452-00	17003	23	7	7	5	N PT NW SW & W 1/2 NW NE EX 4A 21 23/100 AC MINED OUT
787	17-000-453-00	17003	95	7	7	5	W 1/2 NW & NE NW EX PT E PT ALL MINED OUT
788	17-000-460.53	17012	80	24	7	5	S 1/2 NW
789	17-000-460-10	17,007	103	1	7	5	W 1/2 SW & PT S 1/2 NE SW LYG W OF CREEK & W 1/2 SE SW
790	17-000-460-11	17,007	57	1	7	5	S 1/2 NE SW EX 3 AC W OF CREEK & E 1/2 SE SW & W 1/2 SW SE
791	17-000-460-12	17,007	40	2	7	5	SE SE
792	17-000-460-13	17,007	110	11	7	5	N 1/2 NE & PT NW SW LYG W OF RR
793	17-000-460-14	17,007	100	12	7	5	N 1/2 NW & W 1/2 NW NE
794	17-000-460-15	17,007	80	12	7	5	E 1/2 NE
795	17-000-460-16	17,003	154	14	7	5	NW EX RR
796	17-000-460-17	17,007	80	14	7	5	N 1/2 SW
797	17-000-460-18	17,012	122	23	7	5	NE LYG ELLY OF RR R/W
798	17-000-460-19	17,009	40	25	7	5	E 1/2 NW SW & W 1/2 SW SW
799	17-000-460-20	17,009	20	26	7	5	E 1/2 SE SE
800	17-000-460-21	17,009	40	35	7	5	NW NE
801	17-000-460-22	17,002	64	35	7	5	E PT SW & W 1/2 E 2/3 SW SW

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS
							LEGAL DESCRIPTION
802	17-000-460-22-5	17,009	72	35	7	5	W 50 AC S 1/2 SE LYG NWLY OF RD
803	17-000-460-23	17,007	44	11	7	5	SE SE & S 4 AC NE SE FULL INTEREST
804	17-000-460-24	17,007	40	12	7	5	SW SW
805	17-000-460-25	17,007	20	13	7	5	W 20 AC SW
806	17-000-460-26	17,007	240	14	7	5	S 1/2 SW & ALL SE
807	17-000-460-27	17,012	80	23	7	5	N 1/2 SE
808	17-000-460-28	17,009	75	23	7	5	S 1/2 SE EX BEG SW COR SE E 2640 FT N 181 1/2 FT & SWLY POB
809	17-000-460-29	17,009	20	24	7	5	S 20 AC W 35 ACS NW SW
810	17-000-460-30	17,009	8	24	7	5	E 250 FT SE SE
811	17-000-460-31	17,009	40	26	7	5	SW NW
812	17-000-460-32	17,001	80	26	7	5	N 1/2 SW
813	17-000-460-32-5	17,009	40	26	7	5	SE NW
814	17-000-460-32-9	17,002	80	26	7	5	S 1/2 SW
815	17-000-460-33	17,009	70	35	7	5	NE NE E 3/4 SE NE
816	17-000-460-34	17,002	80	35	7	5	N 1/2 NW
817	17-000-460-34-1	17,009	118	35	7	5	PT SE LYG S OF RD EX E 62 RDS N 51 17/100 RDS
818	17-000-460-35	17,009	20	35	7	5	N 845 FT E 1023 FT SE
819	17-000-460-36	17,009	40	36	7	5	SW NW
820	17-000-460-37	17,009	254	36	7	5	SW & NW NW & W 54 AC E 1/2 NW
821	17-000-460-38	17,007	40	11	7	5	SE NE
822	17-000-460-39	17,007	127	13	7	5	NE EX SW SW NE & EX N 1/2 NW NE & EX NE NE
823	17-000-460-40	17,009	5	25	7	5	SE SW NE EX CEMETERY
824	17-000-460-41	17,009	80	24	7	5	E 1/2 NE
825	17-000-460-42	17,009	90	24	7	5	N 1/2 NW & NW NE
826	17-000-460-43	17,009	25	24	7	5	W 25 AC SW SW
827	17-000-460-44	17,009	80	25	7	5	N 1/2 NW
828	17-000-460-45	17,001	132	13	7	5	E 60 AC W 1/2 SW & E 1/2 SW EX N PT
829	17-000-460-46	17,001	43	13	7	5	SW SE & SW COR NW SE LLYG SWLY OF BRANCH
830	17-000-460-47	17,007	80	11	7	5	W 1/2 SE
831	17-000-460-48	17,007	38	1	7	5	SE NW
832	17-000-460-49	17,007	39	1	7	5	SW NE
833	17-000-460-50	17,007	20	1	7	5	N 1/2 NE SW
834	17-000-460-51	17,003	120	14	7	5	N 1/2 NE SW NE
835	17-000-460-52	17,003	40	14	7	5	SE NE
836	17-000-460-54	17,012	70	24	7	5	SW NE & S 1/2 NW NE & NE NW NE
837	17-000-460-55	17,009	115	24	7	5	E 1/2 SW & N 15 AC W 35 AC NW SW & E 15 AC SW SW
838	17-000-460-56	17,012	80	24	7	5	N 1/2 SE
839	17-000-460-57	17,009	73	24	7	5	SW SE & SE SE EX E 250 FT
840	17-000-460-58	17,009	20	25	7	5	N 1/2 NW NE
841	17-000-460-60	17,007	80	13	7	5	E 1/2 SE
842	17-000-460-92	17,007	77	1	7	5	E 1/2 NE
843	17-000-460-93	17,007	60	1	7	5	SE SE & E 1/2 SW SE
844	17-000-460-94	17,007	40	2	7	5	NE SE
845	17-000-460-95	17,007	100	12	7	5	E 1/2 NW NE & SW NE & NW SE
846	18-000-531-00	18,003	215	5	9	2	PT NW & PT SW
847	18-000-532-00	18,003	563	6	9	2	ALL SEC 6 EX CERTAIN LOTS & TRACTS
TOTAL ACREAGE			<u>120,951</u>				

Municipality Near Farmersville	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds BOOK 5 PAGE 154	C O N S U L T A N T	Name Allen Henderson & Assoc., Inc.
Township Bois Darc				Address 1941 S. Sorina Street
County Montaomerv				City Springfield
Section 04-00125-00-RS				State Illinois

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

Section Description

Name F.A.S. 732 (Farmersville Overpass)

Route C.H. 17 Length ±0.70 Mi. ±3700 FT (Structure No. _____)

Termini Beginning near the S.E. corner of the N.E. ¼ of Section 34, T.12N., R.5W., of the 3rd P.M. & extending easterly for a distance of approximately 3700 feet.

Description:
The project consists of the rehabilitation of the median and the roadway approaches to the Farmerville Overpass bridge.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to District Engineer

- 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.
 - 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, 1d, 1g, 1h, 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	\$5,000.00	(see note)
Next \$50,000	10.00%	%
Next \$200,000	9.00%	%
Next \$200,000	8.00%	%
		%
		%

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

2. To pay for services stipulated in paragraphs xx, 1c, xx, xx, 1h, xx xx of the ENGINEER AGREES at actual cost of performing such work plus 130 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 xx, 1c, and xx, xx, 1h, xx xx. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost. The upper & lower limits of the awarded contract for fee determination purposes shall be 107% and 93%, respectively, of 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 95 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 ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 Percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LA:

ATTEST:

By Stacy Leith
Montgomery County Clerk
(Seal)

Montgomery County of the
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

By Mike A. Stevens

Title Chairman

uted by the ENGINEER:

ATTEST:

By Christopher P. Wohlens
Title Vice-President

Allen Henderson and Associates, Inc.

1941 South Spring Street

Springfield, IL 62704

By Mark A. Henderson

Title President



Illinois Department of Transportation

**County Maintenance Resolution
MONT. CO. HWY. RESOLUTION #01-05**

RESOLVED, by the County Board of MONTGOMERY County, that \$684,580.35 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 during the year ending December 31, 2005, 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

Date

Department of Transportation

District Engineer

STATE OF ILLINOIS

MONTGOMERY County, } ss.

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

MONTGOMERY County, at its Regular

meeting held at HILLSBORO

on Tuesday, February 8th, 2005

Date

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 8th day of February, 2005

(SEAL)

Sandy Leitheiser
County Clerk.
Ms. Sandy Leitheiser, Montgomery County Clerk

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 02-05**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#2 (Oconee Avenue)(Audubon Twp.)(Sec. 22)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

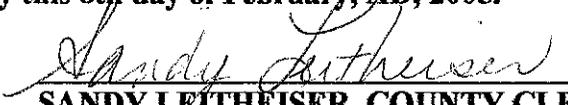
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1005 B-CA	See Attached Map	\$2,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge 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 8th day of February, AD, 2005.

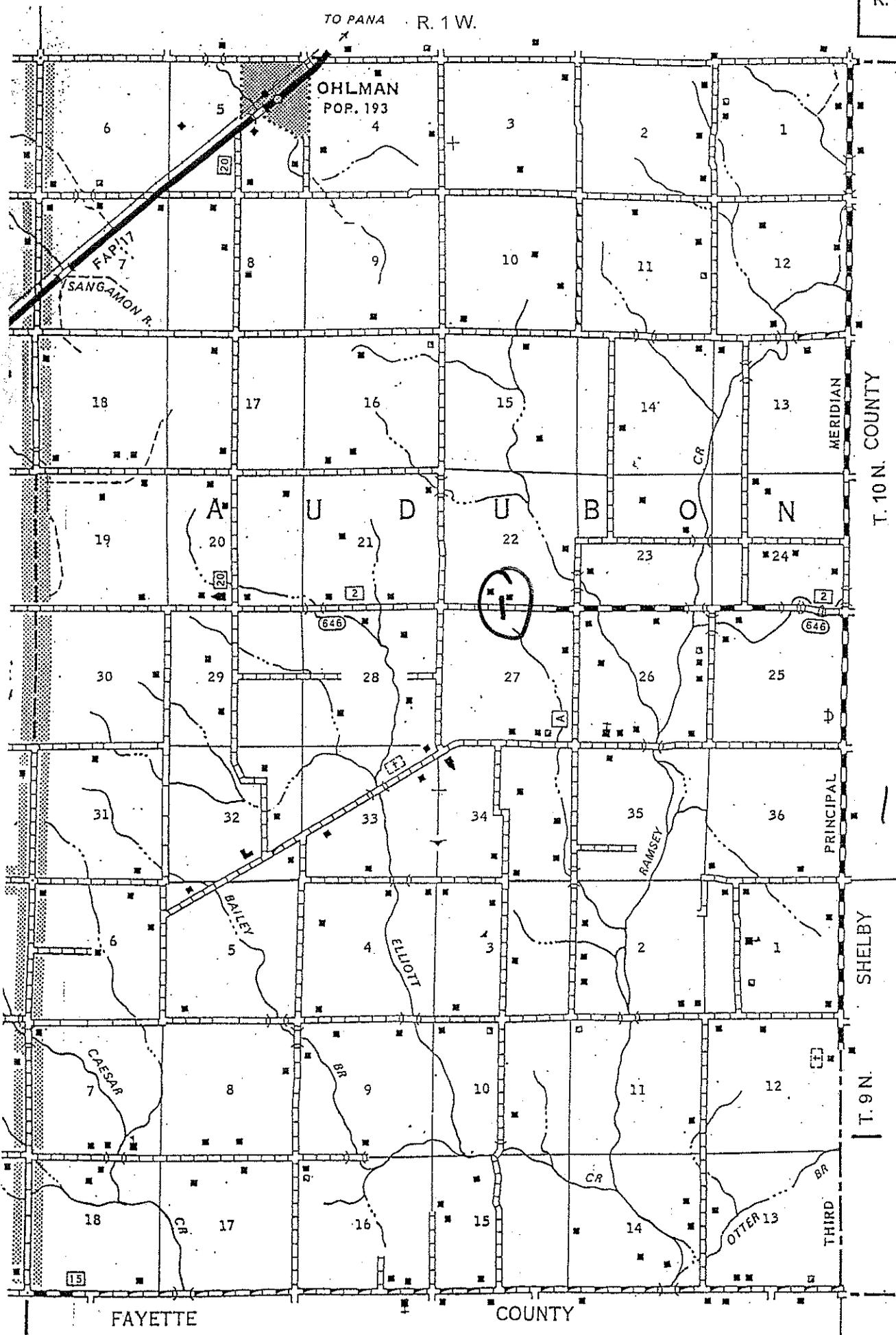
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

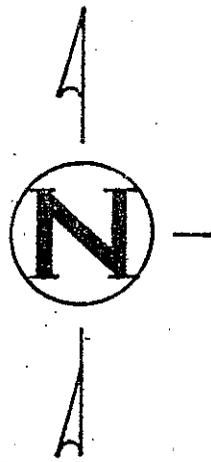
TO PANA R. 1 W.



T. 10 N. COUNTY

T. 9 N.

1005 B-CA



FAYETTE

COUNTY

OHLMAN
POP. 193

FAP 17
FAP 7
SANGAMON R.

MERIDIAN

PRINCIPAL

SHELBY

THIRD

OTTER 13

RAMSEY

ELLIOT

BAILEY

CAESAR

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**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#3 (Black Diamond Trail)(Bois D'Arc Twp.)(Sec. 7)**

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

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

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

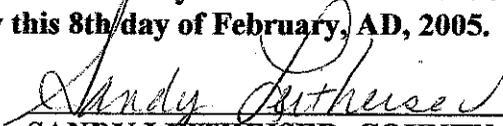
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1006 B-CA Location A & B	See Attached Map	\$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO 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 8th day of February, AD, 2005.

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 8th day of February, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-05

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#18 (Witt West)(Butler Grove Twp.)(Sec. 1)(Loc. A)
& #1 (North Road)(Butler Grove Twp.)(Sec. 11)(Loc. B)**

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 \$15,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

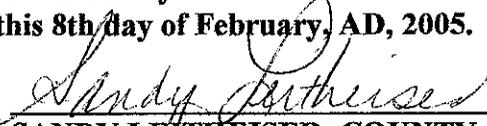
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1007 B-CA Location A & B	See Attached Map	\$15,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

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 8th day of February, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

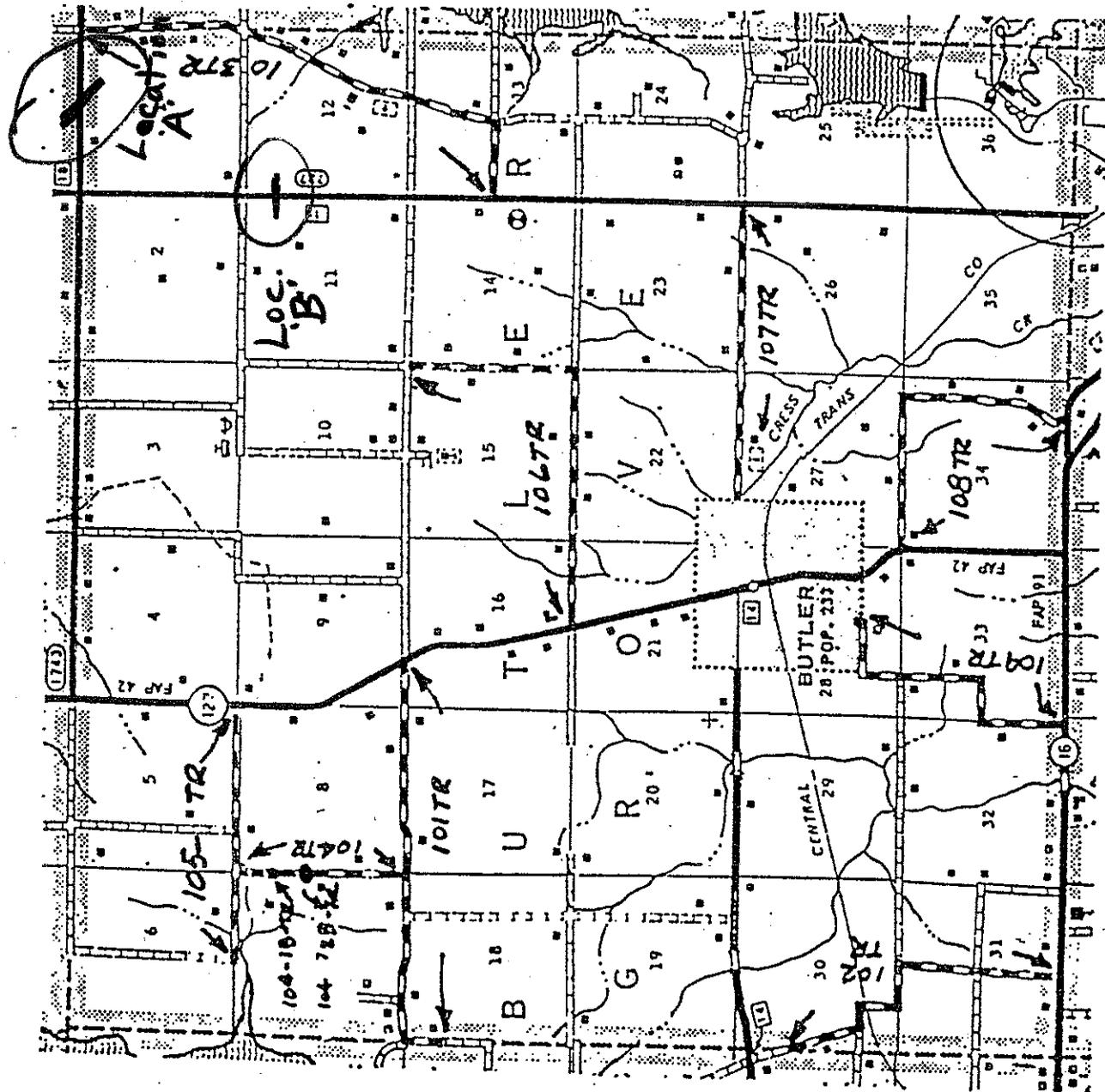
COST BREAKDOWN:
Montgomery County 100%

BUTLER GROVE
Township
Montgomery County
R-4W, T-9N

1007 B-CA

BOOK 1

5 PAGE 164



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 05-05**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#6 (Witt North)(E 19th Road)(Nokomis Twp.)(Sec. 30)**

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

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

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

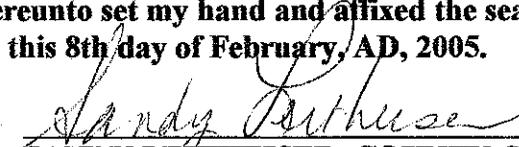
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1008 B-CA	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

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 8th day of February, AD, 2005.



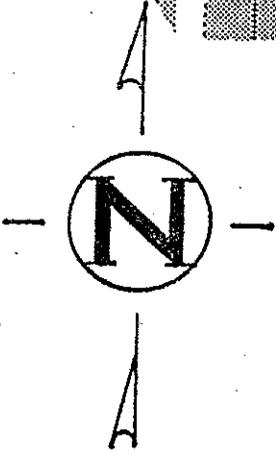
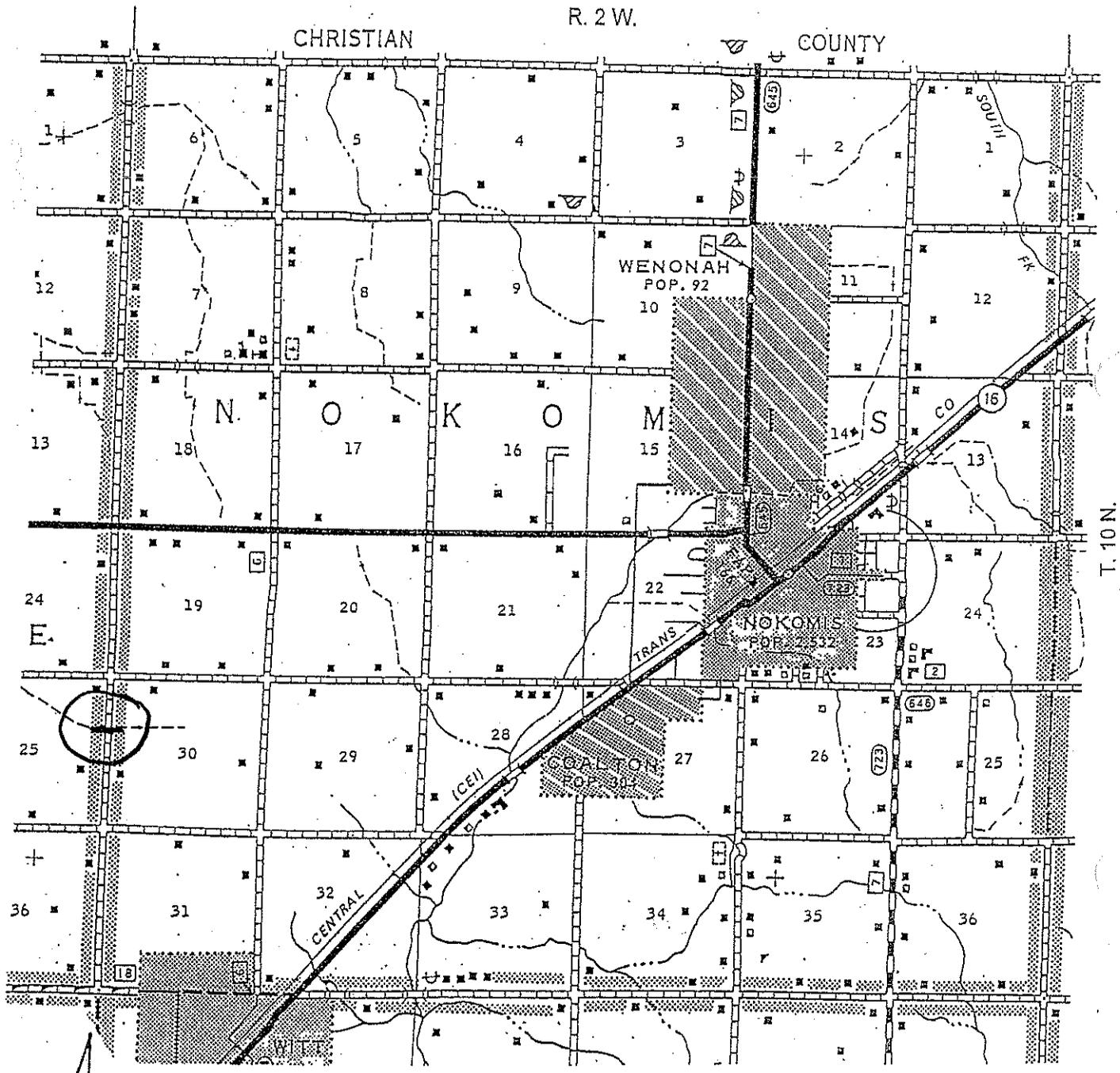
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

1008 B-CA

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



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 06-05

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#21 (Elevator Road)(Walshville Twp.)(Sec. 23 & Sec. 26)**

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

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

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

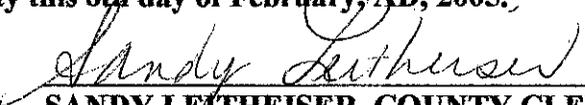
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1009 B-CA Location A & B	See Attached Map	\$6,000.00

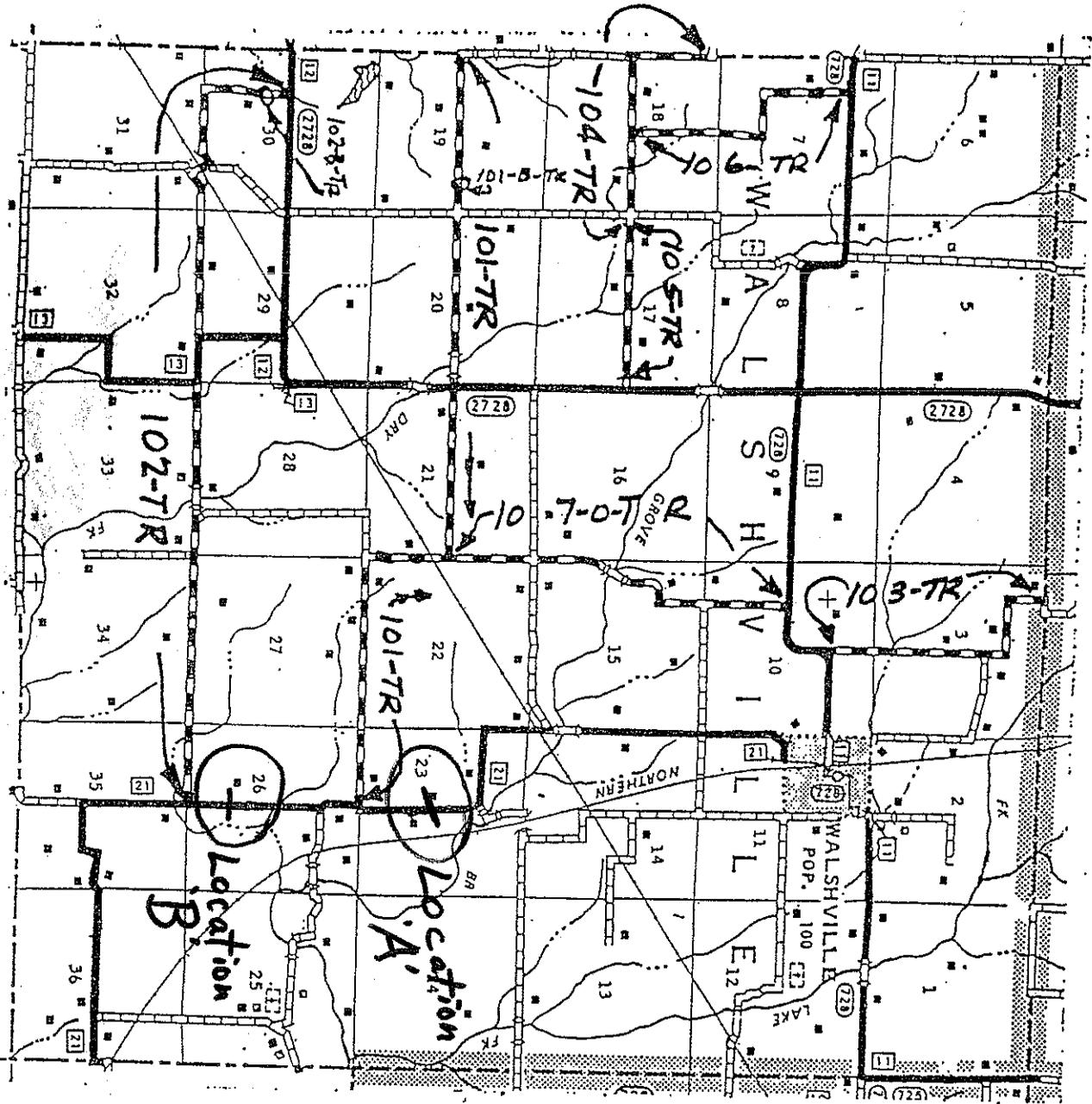
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

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 8th day of February, AD, 2005.

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 8th day of February, AD, 2005.

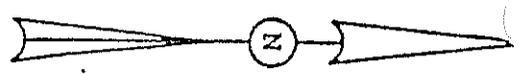

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



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

1009 B-CF



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 07-05

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#5 (Irving Road)(Irving Twp.)(Sec. 10)**

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

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

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

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1010 B-CA	See Attached Map	\$3,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

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 8th day of February, AD, 2005.

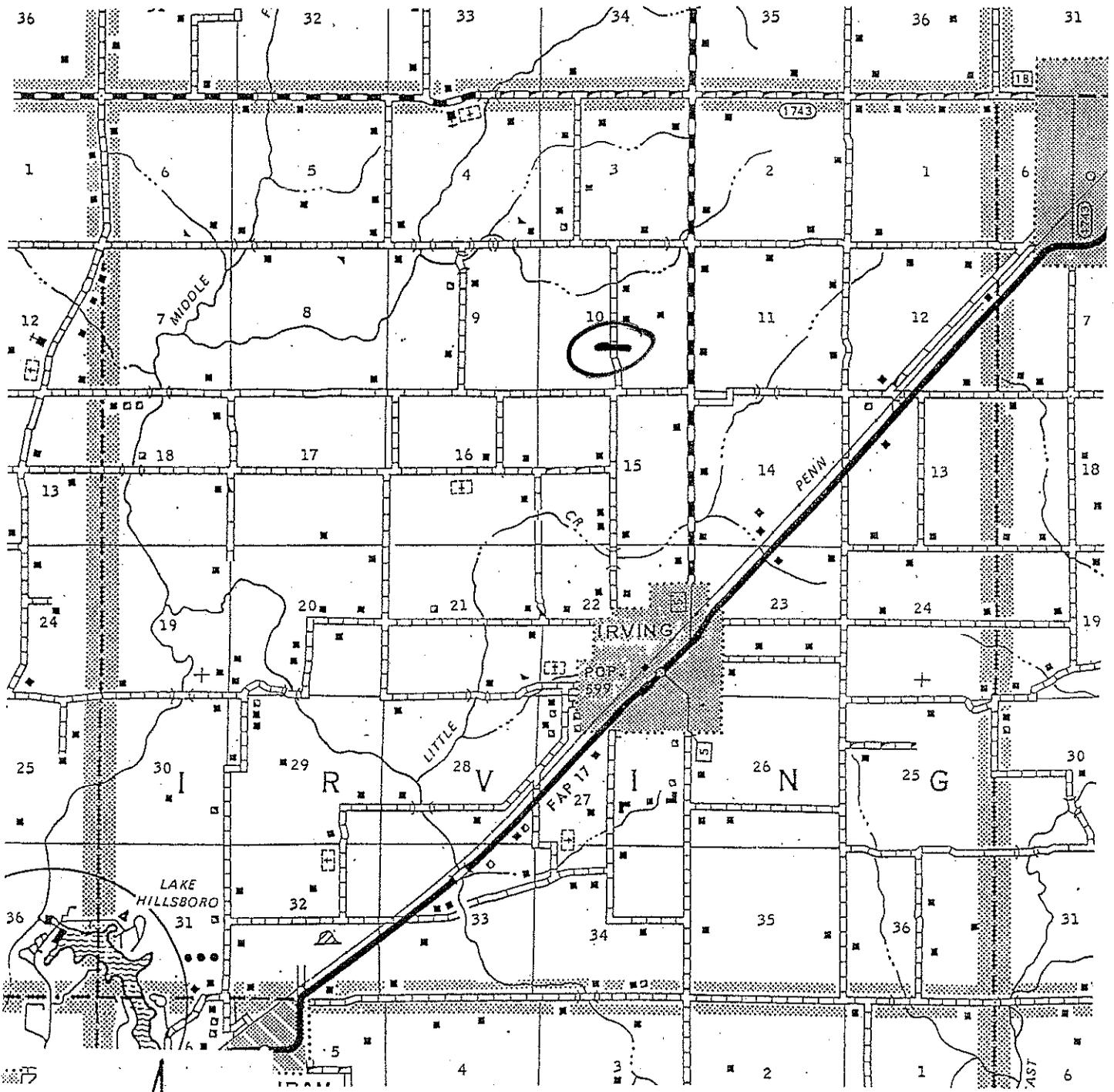

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

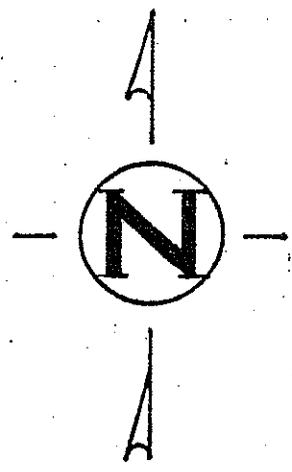
1010 B-CA
BOOK 5 PAGE 170

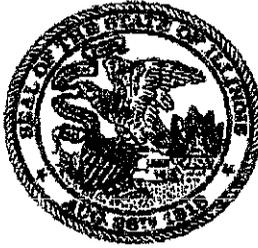
IRVING R. D.
R. 3 W., T. 9 N.

R. 3 W.



T. 9 N.





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



MEMORANDUM

TO: Sandy Leitheiser, County Clerk & Recorder;
FROM: Jim Roberts, Montgomery County State's Attorney
DATE: February 3, 2005
RE: Help America Vote Act (HAVA) - Proposed Resolution

Sandy:

I have reviewed the proposed resolution and attachments you sent for my review with regard to the Help America Vote Act (HAVA). As far as I can see the resolution looks fine.

Should you need anything further in this regard, please let me know.

Jim

HELP AMERICA VOTE ACT (HAVA)
MONTGOMERY COUNTY, IL
CERTIFIED OFFICIAL RESOLUTION

Date Enacted: 2/8/2005

Resolution No. 05-01

RESOLVED, that the Montgomery County Board (hereafter "Board"), Montgomery County, IL hereby takes the following actions:

1. The "Board" agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United States Government under the provisions of the Help America Vote Act ("HAVA") for the purchase, lease or reimbursement for new voting systems and equipment in compliance with HAVA requirements.

2. The "Board" agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of equipment previously purchased, to be purchased or to be leased, providing full information about payment amounts and other cost information for such equipment, and upon receipt of such HAVA funds, the "Board" agrees to forward payment to its vendor no later than 30 days following receipt of assistance payment from the State Board of Elections, as required by law.

3. The "Board" agrees to take such action as necessary to be certain that the new voting system(s) does not use punch card or lever machines, and is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (Attachment B) by January 1, 2006.

4. The "Board" understands and agrees that equipment purchased by the said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the

State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the "Board."

5. The "Board" further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the "Board" and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.

6. The "Board" agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Federal Election Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to this "Board" in the event the "Board" is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. The "Board" specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against this "Board", this "Board" agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The "Board" authorizes the Montgomery County Clerk or other designated official, to act as the agent for the "Board" in preparing and executing all applications and other documents required by the State Board of Elections for the purchase, lease or reimbursement of HAVA approved voting systems, and the "Board" authorizes him or her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the indemnities provided in this Resolution. He or she is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of this "Board."

The vote was:

AYES 21

NAYS 0

ABSENT 0

APPROVED BY:

Milo A. Howen 2/8/05
Chairman Date

ATTESTED BY:

Sandy Lathier 2/8/05
Secretary Date

(Place Official Seal here)

Attachment A**SEC. 906. NO EFFECT ON OTHER LAWS.**

(a) In General.--Except as specifically provided in section 303(b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

- (1) The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).
- (2) The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).
- (3) The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).
- (4) The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).
- (5) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act.--The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

ATTACHMENT B**SEC. 301. VOTING SYSTEMS STANDARDS.**

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through

the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by

the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

**MONTGOMERY COUNTY RESOLUTION OF
SUPPORT OF THE ILLINOIS ROUTE 66 NATIONAL
SCENIC BYWAYS NOMINATION**

WHEREAS, Montgomery County, Illinois supports the nomination of Illinois Route 66 as a National Scenic Byway and is in favor of Montgomery County's inclusion in the byway corridor as defined by the following description:

- o Traveling South on West Frontage Road (County Road 295E) through the county approximately twenty miles passing communities such as Farmersville, Waggoner, Raymond and Litchfield. Continuing on US 66 for 3.3 miles, into Litchfield City limits; travel South on Old US Route 66 (1930-1940 alignment) a total of 6.5 miles intersecting Illinois Route 16 beyond City limits to south rural Litchfield.

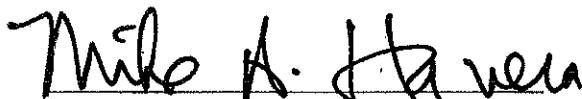
WHEREAS, Montgomery County understands that the Illinois statutes regarding outdoor advertising control will apply along the byway corridor and furthermore that only legally permitted advertising will be allowed according to existing law.

WHEREAS, it is further understood that once the byway designation has been received, the erection of new off-premise commercial advertising will be prohibited in the above defined corridor.

NOW THEREFORE BE IT RESOLVED that Montgomery County expresses its full support for the nomination of Illinois Route 66 as a National Scenic Byway and is in favor of Montgomery County's inclusion in the byway corridor.

This Resolution shall be in full force and effect from and after its passage and approval.

PASSED THIS 8th day of Feb, 2005


Mike A. Hawera
Montgomery County Board Chairman

(Seal)

ATTEST:


Sandy Lathrop
County Clerk

SCENIC BYWAYS AND THE HIGHWAY ADVERTISING CONTROL ACT OF 1971

Pursuant to 23 U.S.C. 131 (a), the Department must ensure that commercial outdoor advertising signs which are erected subsequent to scenic byway designation are in compliance with 23 U.S.C. 131 (c). Outdoor advertising signs allowed under 131 (c) include directional and other official signs and notices, sale or lease signs, on-property (or on-premise) signs and free coffee signs.

All outdoor advertising signs which were legally in existence prior to scenic byway designation are allowed to remain. Scenic byways typically do not include sections of interstate or primary highway that traverse business areas at the time of scenic byway designation. For areas which are "gapped" due to their commercial or industrial (C&I) nature, outdoor advertising structures are allowed to be erected and maintained pursuant to Illinois' Highway Advertising Control Act of 1971 (HACA). These C&I areas are also termed "business areas."

However, the consequences of sections being gapped are that scenic byway status will not be designated in those areas and as a result, no benefits of the program can be realized in those gapped sections. This would include federal funds for marketing of local attractions as well as improvements to travel amenities.

For business areas to exist adjacent to the interstate system, they must have been within incorporated limits of any city, village or town as those limits existed on September 21, 1959 and which are zoned for business; or, within areas which were not zoned but which can demonstrate continuous commercial or industrial use since September 21, 1959. For business areas to exist adjacent to the federal-aid primary system (many of the U.S. and Illinois routes) they need only demonstrate current commercial or industrial zoning; or, in cases where no municipal or county zoning exists, they need only demonstrate their close proximity (within 600') to commercial or industrial activities.

Due to the complexity of the HACA, it is strongly recommended that the Department's signboard control staff be contacted with questions concerning the legal status of an outdoor advertising sign as it relates to scenic byway designation.

Scenic Byway sign control provisions prevent the erection of any new signs on the Interstate and primary system unless the signs are erected in "gapped" areas or unless they fall within certain exempt categories. Exempted sign categories include directional and official signs and notices (religious and service club signs), for sale or lease signs, on-premise signs and free coffee signs.



Picture No. 1: This sign is classified as a for sale or lease sign. Permits are required for signs of this type if they are located adjacent to the interstate system and outside of a "business area." For sale or lease signs can be up to 150 square feet in size, and advertise the sale or lease of the property upon which they are located.



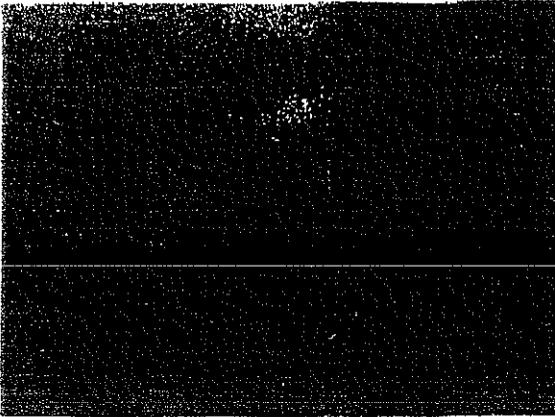
Pictures No. 2: This sign is part of the Directional and Official sign category. While no permits are required for signs of this type, Department approval is necessary. Signs of this type must be erected and maintained by a public officer or agency, and they must be erected within the territorial or zoning jurisdiction of the public officer or agency. This type of sign can be up to 150 square feet, and are subject to certain spacing and lighting criteria. Not pictured are religious and service club notices/ signs. They, too, require prior approval but no permit, and are subject to size criteria.



Picture No. 3: This sign is classified as an on-premise sign. It advertises activities conducted on the property upon which it is erected. Permits are required for signs of this type if they are located adjacent to the interstate system and outside of a "business area." Certain size, lighting and spacing criteria apply.

Signs may be erected in "business areas" adjacent to the controlled system. Interstate control criteria is more stringent, and signs visible from both the Interstate system and non-Interstate controlled system are subject to the more stringent control criteria. A gapped "business area" is available for outdoor advertising signs pursuant to the respective control criteria.

THIS IS THE TYPE OF SIGNAGE THAT WOULD BE PROHIBITED ONCE BYWAY DESIGNATION IS GRANTED.



Picture No. 4: These signs are "business area" signs located adjacent to either the interstate or primary system. Depending upon the population of the county within which they are erected, "business area" signs can range from 800 to 1200 square feet. No two "Business area" signs erected adjacent to the interstate can be spaced less than 500 feet apart. No two "business area" signs erected adjacent to the primary can be spaced less than 500 feet apart outside of outside incorporated municipalities and less than 300 feet apart within incorporated municipalities.

Signs which were erected in non-conforming areas prior to the effective date of the HACA of 1971 are allowed to remain and be maintained until such time as they are destroyed greater than 50%, based upon their uprights. Signs of this type cannot be re-erected unless they meet permit requirements.



Picture No. 5: This sign is a registered non-conforming sign which was erected prior to the effective date of the Highway Advertising Control Act of 1971. Signs of this type are generally referred to as "660" signs.

**Farm Bureau Questions & Answers
Finance Committee Meeting -- 3/8/05**

Question:

1. **Where is the long-term environmental and economic impact study results on long-wall mining?**

Answer:

- There are no requirements by any regulatory body that we are aware of that would require a long-term environmental and Economic impact study for long-wall mining. This is a well established method in the State, and the impacts are well known, by DNR who permits the mining operations. An environmental impact study is required and will be done prior to the construction of any power plant. In addition, the Department of Natural Resources handbook very adequately addresses issues presented with longwall mining and suggests that the controlled nature of longwall mining subsidence is preferable to room and pillar.

Question:

2. **Approximately 26,000 acres were acquired by the county, in addition to what was obtained from Chevron and Exxon, that county sold to Colt. How and when were these 26,000 acres obtained?**

Answer:

- The Montgomery County Trustee has acquired Coal Right Tax Deeds at various times in past years.
 - a. 1998 - 16,700 acres
 - b. 1987 - 550 acres
 - c. 1975 - 300 acres
 - d. 1974 - 6,900 acres

All property acquired through a County Trustee Tax Deed had to have previously been advertised in local newspapers and offered at Public Auction. At an auction, the County Trustee cannot bid against the public. Because there were no bids from the public at the auction the County acquired the coal rights because of the absence of public bidders.

Question:

3. **Colt Coal Company is a limited liability company. What happens when the majority of coal is mined, profits drawn out of parent company (Cline) and damages are still to be paid? Who will be responsible to the residents of Montgomery County who are still awaiting reimbursement of damages?**

Answer:

- Colt Coal Company, Inc. is the responsible party. Colt will have a \$170 to \$180 million investment for each mine it builds. Failure to provide support, repair damages or compensate for damages would be the equivalent to abandoning its investment. Here's why: The mine will be operating for many years. All of the assets and potential revenue are subject to claims by persons if Colt should ever fail to protect, repair or compensate for damages under its agreements, or as required by law. Failure to protect, repair or compensate for structures as required by the laws of both the State of Illinois and the federal government would result in notices of violation and if not corrected would eventually result in cessation orders. The results of uncorrected cessation orders are:

- a. Closure of all or part of mining operation under order of the IDNR and very large loss to the company. Payment of damages is relatively immaterial to the loss the mine would incur from the closure.
- b. Fines against Colt by the regulating agency.
Placement of all Owners and Controllers on the Applicant Violator System (AVS). Should this occur, Colt, any company and all persons who are controlling owners, officers, directors, or responsible managers will be placed on the AVS list and until violation is corrected, will be prevented from receiving any future mining permits any where in the USA. Owners would lose the ability to continue any coal business. Directors and managers would lose the ability to work for Colt or any other company because they would be "permit blocked" and their new employers would also be permit blocked.
- d. Persons who knowing and willingly would not protect, repair or compensate for subsidence as provided by regulations also risks personal liability under the State and Federal regulations.

Question:

4. **Who and how will determine the property tax value on land and improvements during and after the process should long-wall mining occur?**

Answer:

- According to the Illinois Department of Revenue the property tax value on land and improvements during and after the process, should long-wall mining occur, will still remain the responsibility of local township assessors. Assessment would be done by Illinois laws.
- Equalized assessed value for farmland is determined per state statute and would be governed by 35 ILCS 200/10-110 et seq. for guidelines and determinations of factors affecting the same. Usually based upon history of production, gross income, proposed values and other factors)

Question:

5. **Why were no public meetings or forums held with regards to the potential of a long-wall mine until after the county executed the agreement?**

Answer:

- There have been numerous meetings with regard to the issues of the county coal rights since Colt first contacted the county regarding a lease in 2001. (I assume press coverage when coal rights were obtained from Chevron and Exxon in 1990's) Every committee meeting, Finance, Mines and Minerals, Economic Development or Coordinating and County Board, have all been open to the public and addressed in open sessions. No closed sessions were ever held with regard to any issue. Meeting notices were published as required. The media was present and reported on many of the discussions and issues. (newspaper and radio – some private citizens attended meetings)
- The actual method of coal extraction (longwall versus room and pillar) was presumed and perceived to be largely a matter reserved to be determined between surface owners and the coal company with regard to surface and/or subsidence/surface rights with land owners to the extent the same had not already been done. The County sold/transferred the coal rights "as is" with no representations as to the extent of any surface/subsidence rights attached to any coal rights. County not presume to involve itself in matters left to negotiations between the private citizens (landowners) and the Coal Company. Any prior conveyance/release of surface/subsidence rights were the result of previous negotiations and financial settlement between land owners and coal companies. The surface land owners have always had the control of that issue and the County did not intend to invade that area of private negotiation.

Question:

6. **Why did the county not offer to sell coal rights back to surface landowners as a neighboring county did?**

Answer:

- Montgomery County could not offer to sell the Exxon/Chevron coal rights back to the surface landowners individually without offering those individual coal rights to the whole public. Once it became County property, it also became public property. When the sale of the coal rights was decided it was evident that their monetary value to the whole public was because such a large contiguous area was available.
- Montgomery County has no jurisdiction in a neighboring county. Supposedly, a neighboring county could choose to sell their public property to private individuals, without a bidding process or public participation, until the public objected or someone questioned the action.
- We have no control over what neighboring counties attempt to do. However, in actuality all our neighboring counties are doing the same thing that Montgomery County is doing. Bond County began returning coal rights to the surface owners until an interest was shown and it was deemed the coal rights had an independent value to the county as a whole, then Bond County ceased the return of the coal rights and entered into an identical lease agreement with Colt. They are now negotiating the sale of the rights to Colt, again following our lead.

Question:

7. **Original projections were for 600 additional jobs in the county. Colt Coal has confirmed that it will have nothing to do with the gasification plant/power plant. Those will be done by outside investors and companies. Projected jobs from the coalmines are 170 jobs with those jobs being people already in management positions with the company. Where is the pay off in jobs when even more jobs will be lost due to a reduction in production of agriculture and in the local industry it supports.**

Answer: Question does not reflect the situation

- Colt will have direct control of the mine. It will provide the platform and work very hard to develop the IGCC power plants and the Syngas plants as part of its business plan. Colt will derive profit from the sale of coal to these facilities. It is possible that Colt would develop a coalmine without the addition of an IGCC power plant; however, the absence of onsite IGCC may result in a limited demand for coal from the future Colt operations. A large measure of Colt's financial success will be determined by the presence of the IGCC and Syngas facilities. It may be helpful to think of the coalmine as the basis for an Energy Development Park, much as land is the basis for an industrial park. Colt, like a land developer, has very strong incentives to make sure the Energy Development Park is populated by an IGCC and/or a Syngas facility. The presence of these types of facilities, utilizing our counties vast coal reserves is very important to help reduce future energy prices.
- Each mine will have 170 to 200 employees with a high probability of an IGCC power plant having another 80 to 85 workers. The Syngas development has a reasonable chance of being developed and would employ about 50 workers. The first Mine, IGCC, Syngas complex could employ up to 330 people, with a second one bringing the total to over 600 employees.
- None of the employees for the mine are currently employed by Colt. All employees will be new hires. Colt will be hiring the vast majority of its employees from local citizens. Only a small core of highly qualified, Long-wall experienced managers and technical staff will be hired from outside the area. (Approximately 20 if not available locally)

- Colt believes that very few agriculture jobs will be lost. Except in rare instances near bottomlands, Long-wall mining does not remove agricultural land from production for any material period of time. (Maximum two growing seasons) Surface facilities do require land. Each of the two potential mines will require about 1,000 acres for the mining and about 15 acres per mile of rail construction. 1,100 to 1,200 acres would be a good estimate of the affected lands. Montgomery County has about 688 sections of land (440,000 acres). Each mine would affect only about 0.2% to 0.3% of area of the County. 1,100 to 1,200 acres of good farmland would directly employ 1 to 2 persons in row crop production. The same acreage for an Energy Development project would employ 170 to 330 jobs per location. The coal reserves being acquired by Colt are large enough for two such projects. This does not even consider the additional jobs that would be created as a result of the industry.

MONTGOMERY COUNTY, ILLINOIS

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

November 30, 2004

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2004

Assessed Valuation

- 1994	\$ <u>225,022,440</u>
- 1995	\$ <u>239,779,243</u>
- 1996	\$ <u>251,054,944</u>
- 1997	\$ <u>258,054,338</u>
- 1998	\$ <u>273,000,224</u>
- 1999	\$ <u>284,721,319</u>
- 2000	\$ <u>287,958,125</u>
- 2001	\$ <u>299,539,384</u>
- 2002	\$ <u>303,494,475</u>
- 2003	\$ <u>315,341,739</u>

General Fund

Excess (deficiency) of revenues over expenditures

11/30/95	\$ <u>(79,289)</u>	
11/30/96	\$ <u>191,449</u>	
11/30/97	\$ <u>211,940</u>	
11/30/98	\$ <u>241,086</u>	
11/30/99	\$ <u>125,982</u>	(Does not include transfer from PBC of \$316,328)
11/30/00	\$ <u>374,168</u>	
11/30/01	\$ <u>(64,953)</u>	
11/30/02	\$ <u>(496,972)</u>	
11/30/03	\$ <u>(202,999)</u>	
11/30/04	\$ <u>440,441</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information

November 30, 2004

General Fund

	2004		2003	
Revenues:				
Property taxes	\$ 696,900	15.56%	\$ 657,656	15.94%
Interest and costs	40,707	.91	124,818	3.02
Sales taxes	865,119	19.32	874,900	21.20
Income	652,240	14.56	624,962	15.14
Replacement, inheritance and real estate	171,317	3.83	155,525	3.77
Fines and fees	1,309,158	29.23	1,083,067	26.24
Miscellaneous	135,552	3.03	162,594	3.94
Reimbursed expenses	<u>607,370</u>	<u>13.56</u>	<u>443,543</u>	<u>10.75</u>
	<u>\$ 4,478,363</u>	<u>100.00%</u>	<u>\$ 4,127,065</u>	<u>100.00%</u>
Expenditures:				
General	\$ 276,244	6.36%	\$ 341,032	7.70%
County Clerk	189,212	4.36	190,286	4.30
Treasurer	179,033	4.12	186,145	4.20
Coroner	66,667	1.54	78,660	1.77
Regional Superintendent	49,027	1.13	47,377	1.07
Supervisor of Assessments	201,093	4.63	172,956	3.90
Board of Review	41,259	.95	30,635	1.00
County Board	89,709	2.07	94,328	2.13
Information system	77,025	1.77	66,990	1.50
Election	128,320	2.96	73,271	1.65
General administration	430,581	9.92	714,804	16.12
Judges	14,202	.33	11,178	-
State's Attorney	349,212	8.04	354,999	8.00
Circuit Clerk	233,395	5.38	242,387	5.47
Probation	222,473	5.12	228,094	5.14
Public Defender	82,691	1.90	77,179	1.74
Jury	139,505	3.21	97,758	2.20
Sheriff	1,388,979	31.99	1,274,932	28.76
Emergency Services	68,373	1.57	47,236	1.06
Ambulance	43,286	1.00	37,963	1.00
Animal Control	21,960	.51	7,158	-
Drug Task Force	42,464	.98	57,178	1.29
Public Building Commission	-	-	662	-
Economic and infrastructure development	<u>6,674</u>	<u>.16</u>	<u>-</u>	<u>-</u>
	<u>\$ 4,341,384</u>	<u>\$ 100.00%</u>	<u>\$ 4,433,208</u>	<u>100.00%</u>
Excess (deficiency) of revenues over expenditures	136,979		(306,143)	
Transfer and other	<u>303,462</u>		<u>103,144</u>	
Net	<u>\$ 440,441</u>		<u>\$ (202,999)</u>	
Fund Balance	<u>\$ 2,777,658</u>		<u>\$ 2,337,217</u>	

MONTGOMERY COUNTY, ILLINOIS

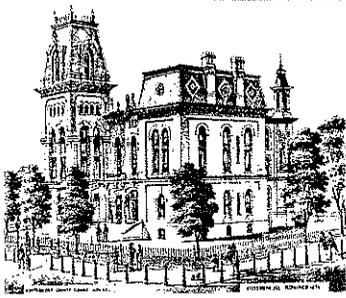
Selected Financial Information
November 30, 2004

Public Health

	<u>2004</u>		<u>2003</u>	
Revenues:				
Taxes	\$ 331,460	14.42%	\$ 313,673	13.91%
Fees and miscellaneous	374,239	16.29	339,441	15.06
Intergovernmental	1,579,161	68.71	1,580,465	70.11
Interest	<u>13,445</u>	<u>.58</u>	<u>20,780</u>	<u>.92</u>
	\$ <u>2,298,305</u>	<u>100.00%</u>	\$ <u>2,254,359</u>	<u>100.00%</u>
Expenditures (Excluding Capital Outlay)	\$ <u>1,985,277</u>		\$ <u>2,382,630</u>	

County Highway

Revenues	\$ 1,614,430	\$ 1,634,981
Expenditures	<u>1,247,436</u>	<u>1,538,895</u>
	\$ <u>366,994</u>	\$ <u>96,086</u>



Montgomery County Geographic Information System

#1 Old Courthouse Sq.
Hillsboro, IL 62049

Phone: (217) 532-9582
Fax: (217) 532-9585

LICENSE AGREEMENT

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DATA DISTRIBUTION:

All data is distributed on CD-ROM. Digital vector is distributed in Tiff file or other format as mutually agreed to by the County and Licensee. CAD data is distributed in AutoCAD or other format as mutually agreed to by the County and Licensee.

COST:

- The cost will be as follows;
- \$ 64 per full tile
- \$ 32 per 1/2 tile
- \$ 16 per 1/4 tile
- All 117 tiles \$3500

A full tile consisting of @ 4500 acres or @ 7 square mile.

Statement 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 Geographic Information Systems (GIS) data made available under the terms of this License was produced or co produced by Montgomery County. The maps and data are made available solely for informational purposes.

BE ADVISED THAT THERE MAY BE ERRORS IN THE MAPS OR DATA. THE MAPS OR DATA MAY BE OUTDATED, AND/OR INACCURATE. THE MAPS OR DATA MAY NOT BE SUITABLE FOR YOUR PARTICULAR USE. THE BURDEN FOR DETERMINING FITNESS OF USE RESTS ENTIRELY WITH THE LICENSEE.

DISCLAIMER

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By my signature below, I certify that I have read and understand the information contained in this License Agreement and will adhere to its limits and restrictions.

(Name of Licensee)

(Address)

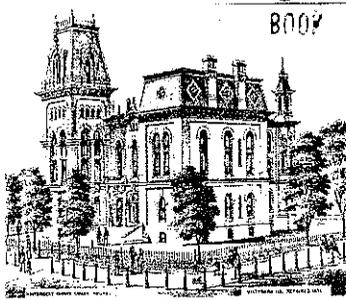
(City, State, Zip Code)

(Phone Number)

By:

(Relationship to the Licensee)

Dated this _____ day of _____, 2005



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF _____

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

WITNESSETH

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

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

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

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

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

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

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

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

MONTGOMERY COUNTY, ILLINOIS

CITY OF _____, ILLINOIS

Chairman, County Board

Mayor

ATTEST:

Montgomery County Clerk

City Clerk

Ownership

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

Licensee Generated Data

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

Copyright

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.

Waiver 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 _____, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF _____, ILLINOIS

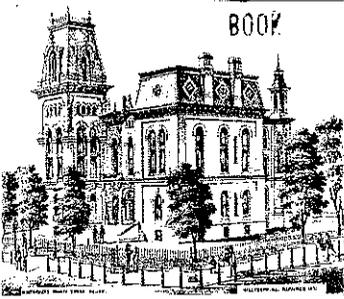
Chairman, County Board

Mayor

ATTEST:

Montgomery County Clerk

City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF _____

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

WITNESSETH

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

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

Termination

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

Assignment

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

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

MONTGOMERY COUNTY, ILLINOIS

CITY OF _____, ILLINOIS

Chairman, County Board

Mayor

ATTEST:

Montgomery County Clerk

City Clerk

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 08-05**

**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 \$14,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

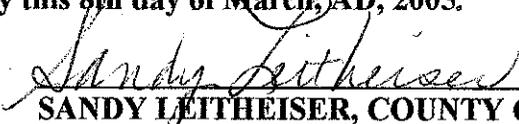
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	1011 B-CA,	See Attached Map	\$28,000.00

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 1996.

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 8th day of March, AD, 2005.

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 8th day of March, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

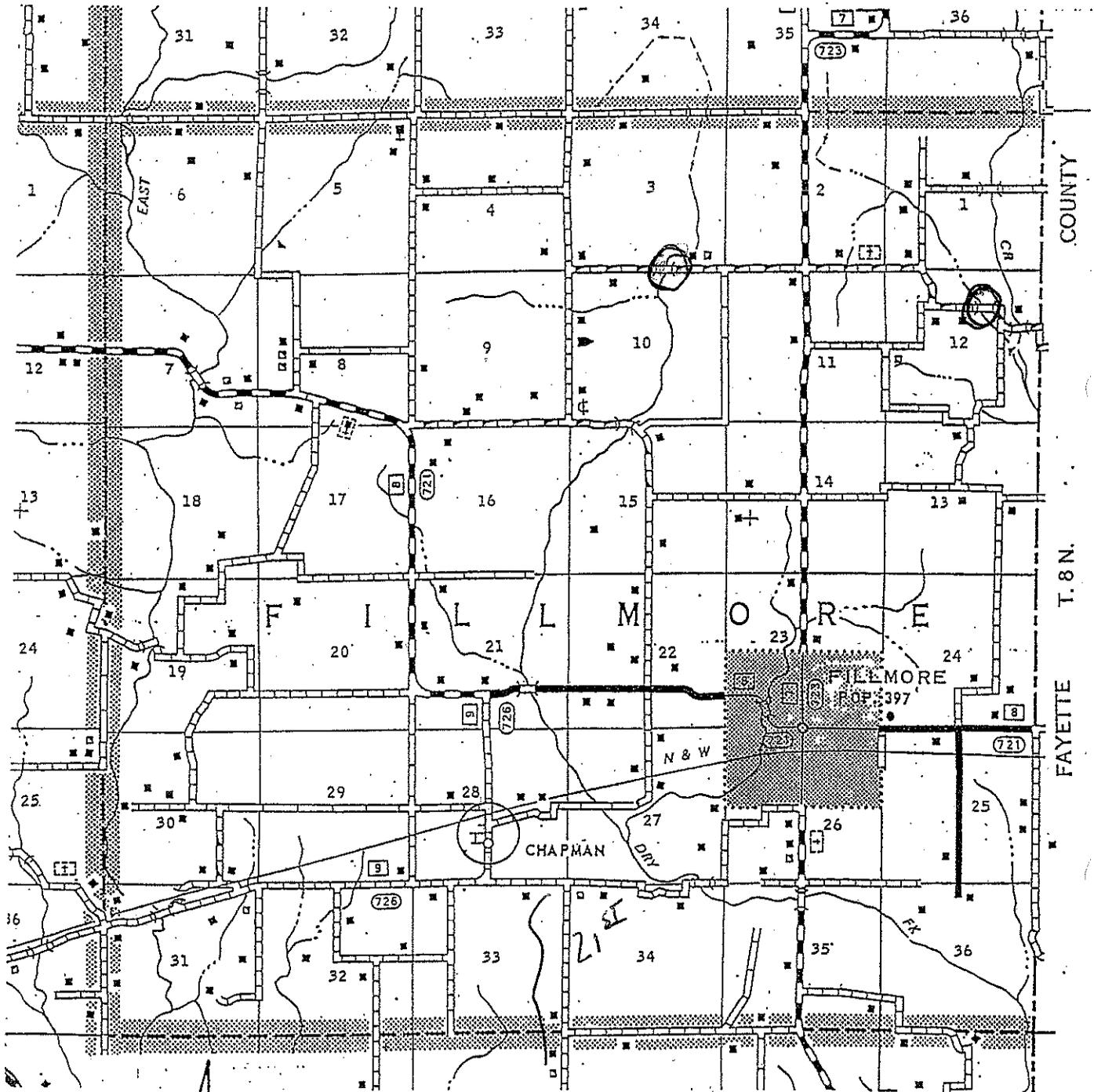
COST BREAKDOWN:

Montgomery County	50%
Fillmore	50%

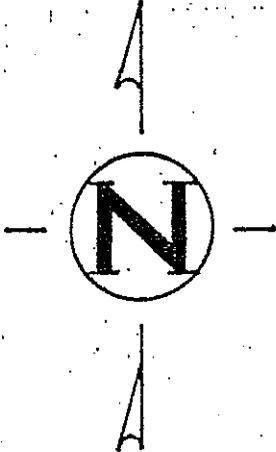
(1) Oak Lane - Pipe Culvert Existing
(1) 21st - Pipe Existing

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

R. 2 W.



COUNTY
T. 8 N.
FAYETTE



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 09-05**

**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 \$3,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

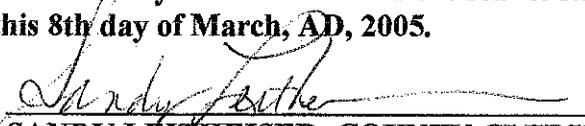
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	1012 B-CA,	See Attached Map	\$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

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 8th day of March, AD, 2005.

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 8th day of March, AD, 2005.



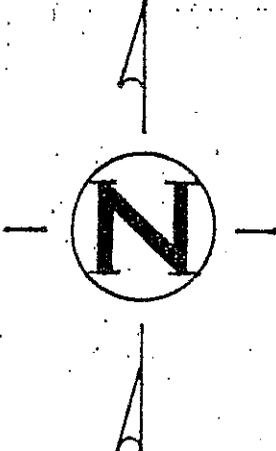
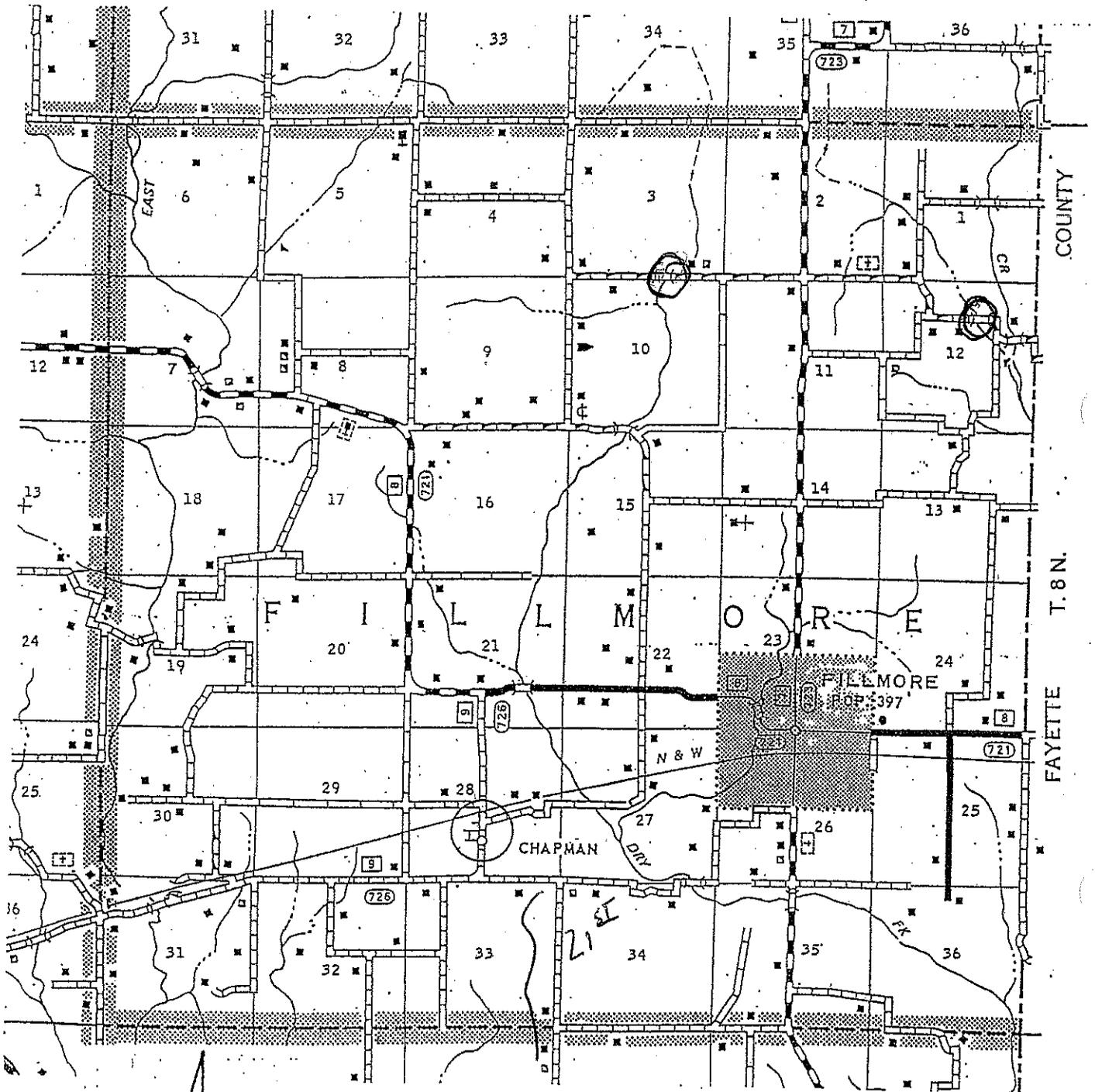
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
 Montgomery County 50%
 Fillmore 50%

(1) Oak Lane - Pipe Culvert existing
(1) 21st - Pipe Existing

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

R. 2 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 10-05

**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 \$3,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

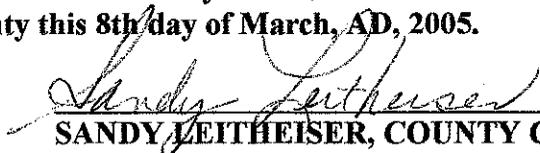
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	1013 B-CA, Location A & B	See Attached Map	\$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

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 8th day of March, AD, 2005.

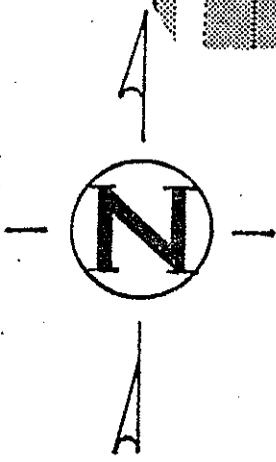
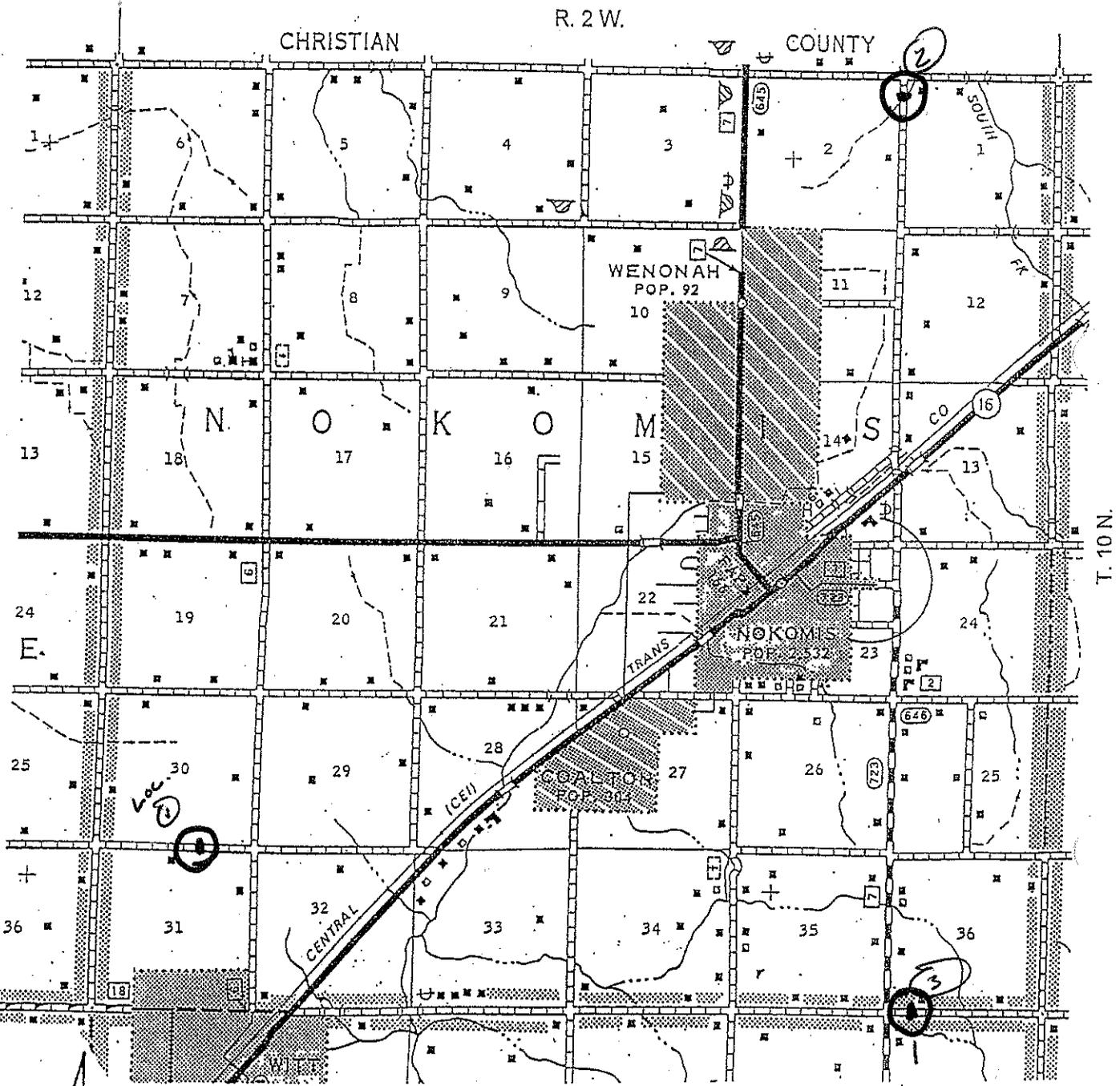
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 50%
Nokomis 50%

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



T. 10 N.

Hillside
AVE

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 11-05**

**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 \$4,100.00 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>
RAYMOND	1014 B-CA,	See Attached Map	\$8,200.00

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 1996.

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 8th day of March, AD, 2005.

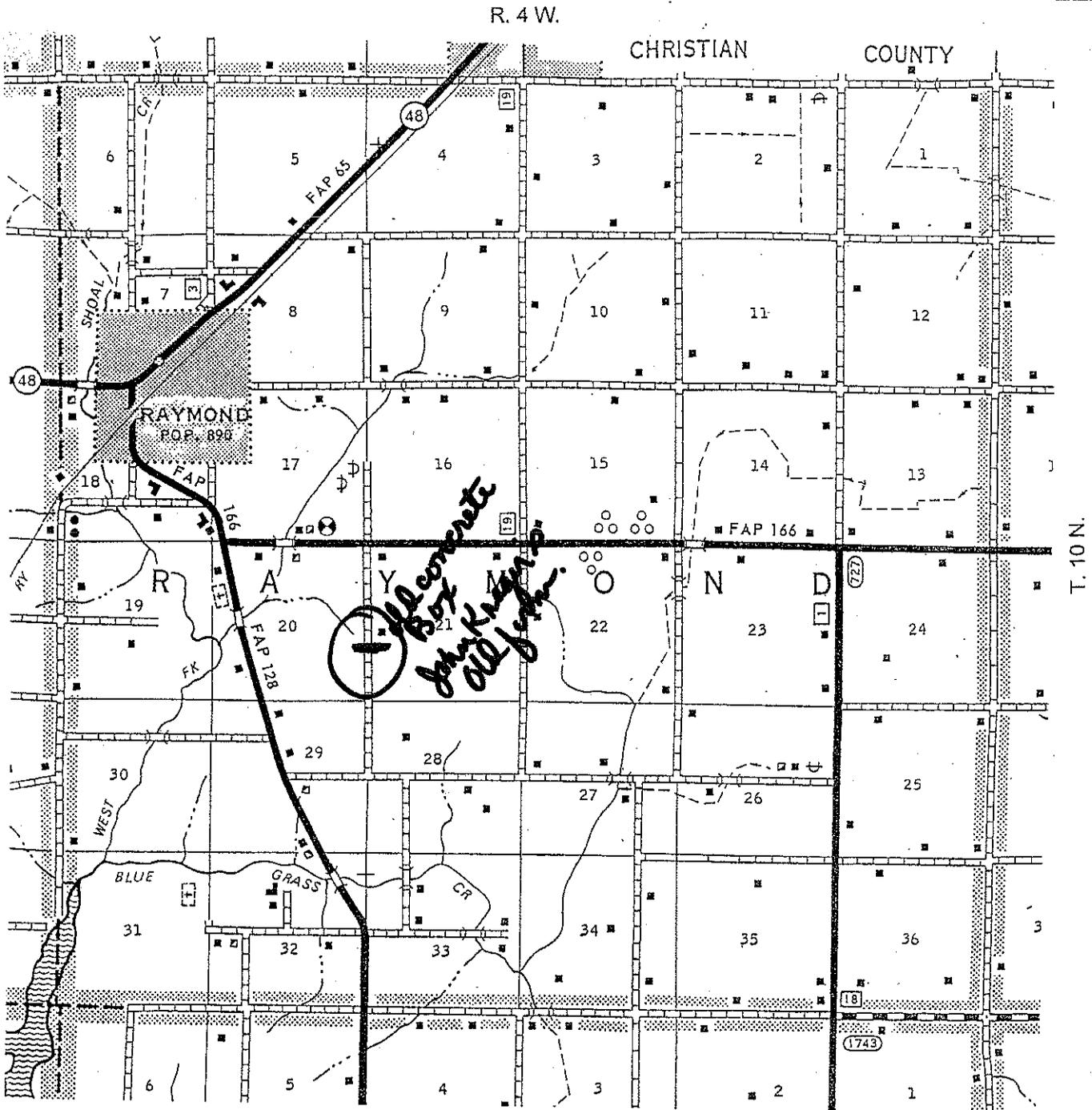
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

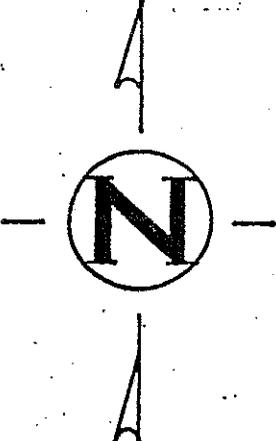
COST BREAKDOWN:

Montgomery County	50%
Raymond	50%

RAYMOND R. D.
R. 4 W., T. 10 N.



1
All concrete
Box
John K. ...
old John



6 x 12' x 12'
4 W

APPROX
15' wide
long

COVER
NOT ENOUGH FOR ARCH PIPE
MAY HAVE TO LOOK AT BOX.

BOTTOM GONE
NO COVER ON TOP
CAN DROP FLOW LINE 1'
LOTS OF AREA DRAINED

STREAM RUNS FROM SE TO NW
DROP BOX 60' UP STREAM
APPROX

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 12-05**

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

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

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

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$2,800.00 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	1015 B-CA, Location A & B	See Attached Map	\$5,600.00

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 1996.

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 8th day of March, AD, 2005.

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 8th day of March, AD, 2005.

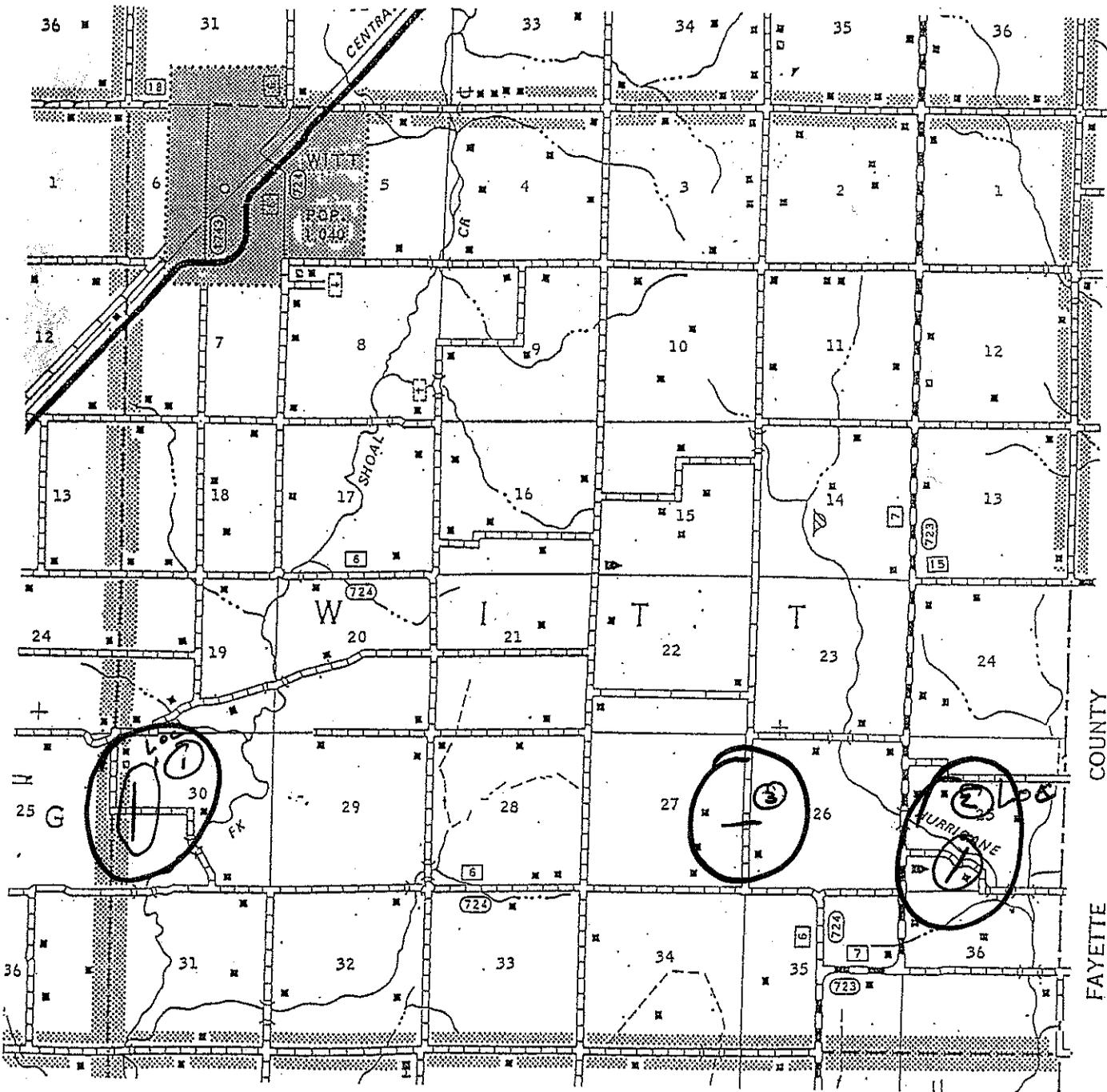

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Witt	50%

WITT R. D.
R. 2 W., T. 9 N.

R. 2 W.



do #1

check #2

is on DIRT ROAD

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 13-05**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#11 (Walshville Trail)(Grisham Twp.)(Sec. 6)**

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

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

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

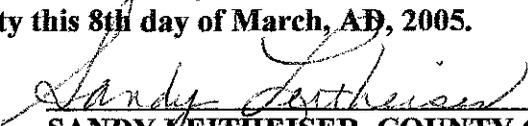
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1016 B-CA	See Attached Map	\$3,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

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 8th day of March, AD, 2005.

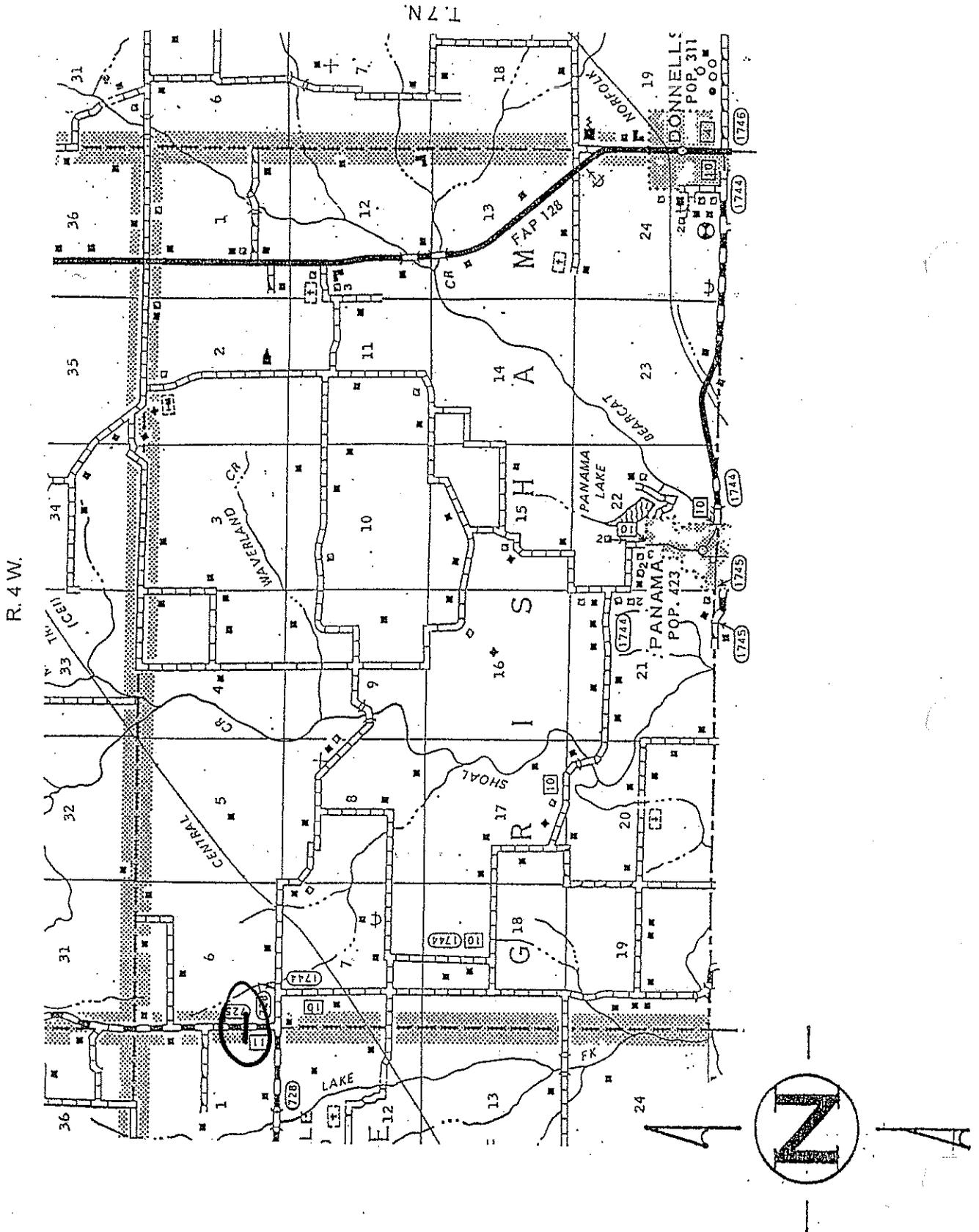

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

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

1016
B-CA



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 14-05

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$5,025.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	1017 B-CA,	See Attached Map	\$10,050.00

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 1996.

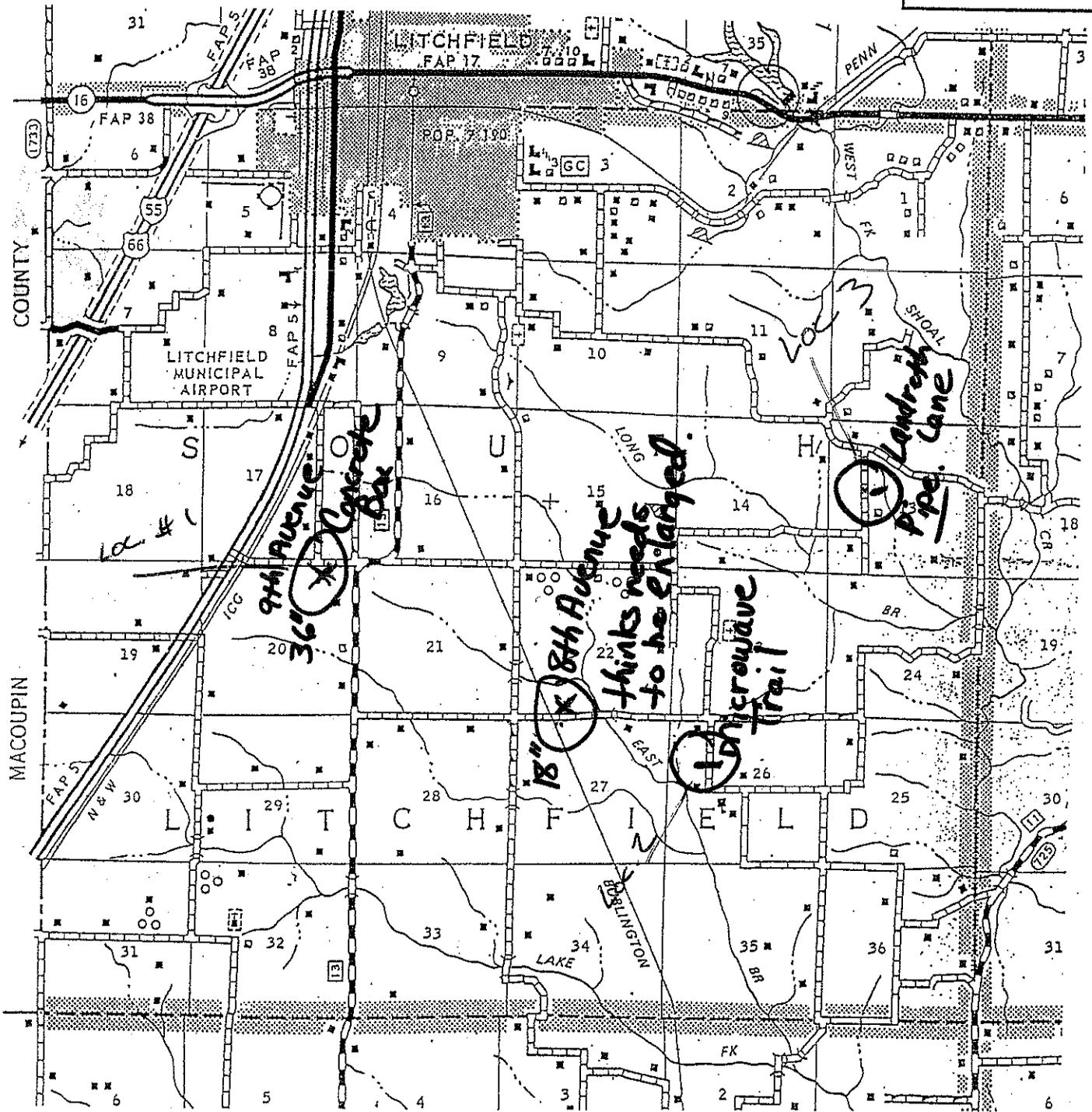
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

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 8th day of March, AD, 2005.

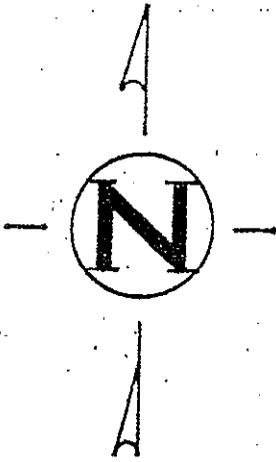
Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
South Litchfield	50%



Call Frank and he will go out with you on these to decide what's needed.



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 15-05**

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

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,875.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

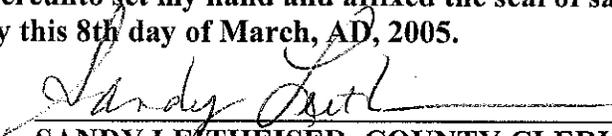
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	1018 B-CA,	See Attached Map	\$3,750.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

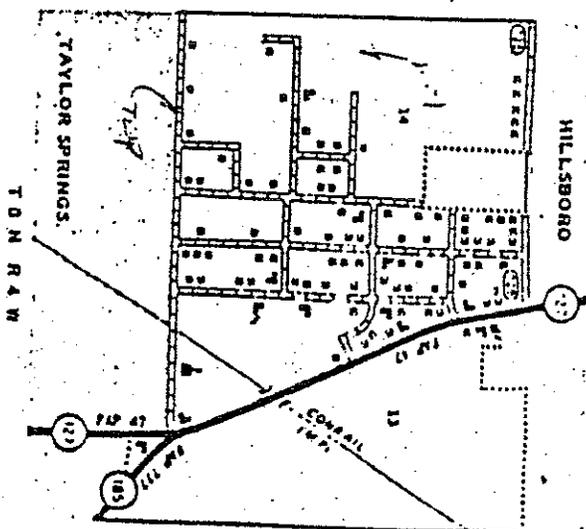
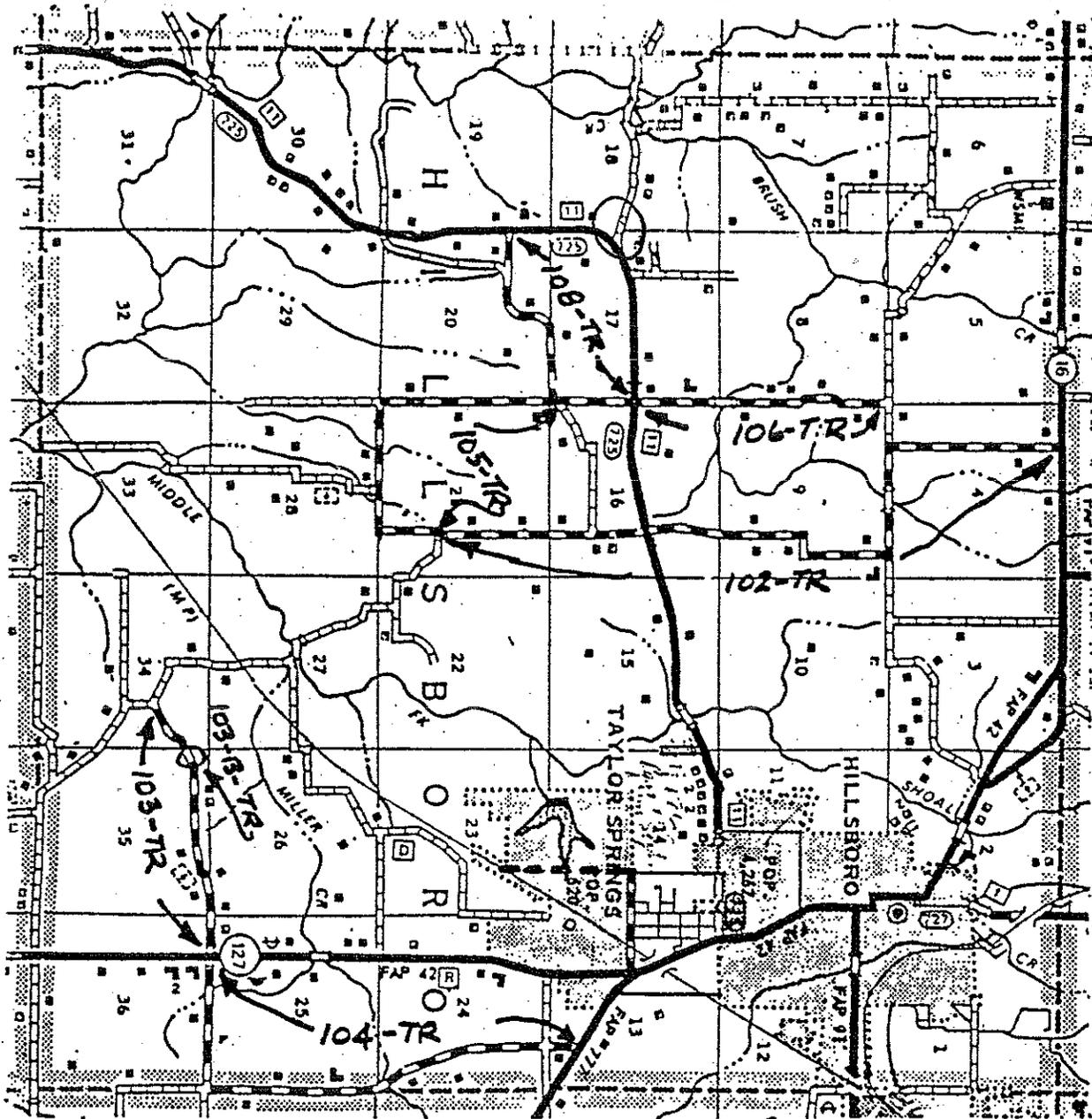
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

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 8th day of March, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Hillsboro	50%



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



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

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

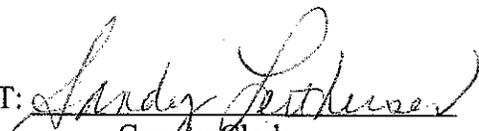
THEREFORE, BE IT RESOLVED that Raymond A. Held shall be, and he is hereby, reappointed to be one of the trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 2005, and to end the first Monday in May, 2008, and

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

Hillsboro, Illinois, March 8, 2005.


Chairman

ATTEST:


County Clerk

RESOLUTION ASKING REAPPOINTMENT OF TRUSTEE

WHEREAS the term of office of Raymond A. Held as one of the trustees of The Raymond Community Fire Protection District will expire the first Monday in May, 2005,

AND WHEREAS, pursuant to §4 of the Illinois Fire Protection District Act (70 ILCS 705/4), a trustee should be appointed by the County Board of Montgomery County, Illinois, on or before the second Monday in April, 2005, for a term of three years commencing on the first Monday in May next after such appointment,

AND WHEREAS it is the opinion of William E. Beeler and James L. Hitchings, the remaining trustees of the fire-protection district, that Raymond A. Held, a resident of the fire-protection district, who is qualified and willing to act as a continuing trustee, is entirely competent to perform the duties of trustee,

THEREFORE, BE IT RESOLVED that the attorney for this District present a true copy of this Resolution to the County Board of Montgomery County, Illinois, at its regular meeting to be held in March, 2005, and do all things necessary and proper toward causing Raymond A. Held to be reappointed as trustee.

ADOPTED this 2nd day of March, 2005.

William E. Beeler
President, Board of Trustees

ATTEST:

Raymond A. Held
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF MONTGOMERY)

I, the undersigned secretary for the board of trustees of The Raymond Community Fire Protection District, do hereby certify that the above and foregoing is a true copy of a resolution adopted by the trustees of the fire-protection district at a regular meeting held the 2nd day of March, 2005, as appears from the original of the resolution now remaining on file in my office.

Witness my hand and the official seal of the fire-protection district this 4th day of March, 2005.

Raymond A. Hill
Secretary

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS that we, Raymond A. Held, as principal, and Joseph M. Martin and Carol S. Rossi, as sureties, all of the County of Montgomery and State of Illinois, are held and firmly bound unto the People of the State of Illinois for the use of The Raymond Community Fire Protection District in the penal sum of Three Thousand Dollars (\$3,000) for the payment of which well and truly to be made we bind ourselves, our heirs, executors and administrators jointly and severally and firmly by these presents.

The condition of this obligation is such that whereas on the 8th day of March, 2005, the principal, Raymond A. Held, was duly reappointed by the County Board of Montgomery County, Illinois, to be one of the trustees of The Raymond Community Fire Protection District for a term of three years to expire on the first Monday in May, 2008,

NOW, THEREFORE, if the principal hereunder shall well and truly perform the duties of his office as such trustee and shall moreover fully and fairly account for all property and moneys belonging to the fire-protection district which shall come into his hands by virtue of his office when lawfully required so to do, then this obligation shall be null and void; otherwise, to be and remain in full force and effect.

Given under our hands and seals this 8th day of March, 2005.

Raymond A. Held (SEAL)
Raymond A. Held, Principal

Joseph M. Martin (SEAL)
Joseph M. Martin, Surety

Carol S. Rossi (SEAL)
Carol S. Rossi, Surety

STATE OF ILLINOIS)
) SS.
 COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in, and for, the state and county aforesaid, do hereby certify that on this day personally appeared before me Raymond A. Held, Joseph M. Martin and Carol S. Rossi, who severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free acts for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hillsboro, Illinois, this 8th day of March, 2005.

Gerald Patrick Huber

 Notary Public



RESOLUTION

MONTGOMERY COUNTY BOARD

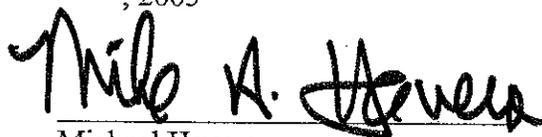
Whereas, the West Central Development Council, consisting of the seven counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

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

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

Now, Therefore, Be It Resolved by the Montgomery County Board that Montgomery County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

Signed this 19th day of April, 2005



Michael Havera
Montgomery County Board

Chairman

ATTEST: 
Montgomery County Clerk

INTERGOVERNMENTAL AGREEMENT

WHEREAS, Montgomery County is a governmental entity, organized and operated under the laws of the State of Illinois; and

WHEREAS, the Veterans Assistance Commission of Montgomery County is defined as a local governmental unit by the Public Aid Code in 305ILCS 5/2-14, and is organized and operated under the laws of the State of Illinois including Section 12-21.13 of Article XII [305 ILCS 5/12-21.13]; and

WHEREAS, the Veterans Assistance Commission of Montgomery County is organized pursuant to the Military Veterans Assistance Act, as stated in 330 ILCS 45/0.01 et. seq., for the purposes stated in said Act; and

WHEREAS, the prudent operation of the Veterans Assistance Commission of Montgomery County requires carrying appropriate insurance coverage by the Veterans Assistance Committee of Montgomery County; and

WHEREAS, Montgomery County currently maintains adequate insurance coverage, the carrier of which insurance has agreed to include the Veterans Assistance Commission of Montgomery County in the insurance carried by Montgomery County; and

WHEREAS, it would be cost effective and save tax money for Montgomery County to extend the same insurance coverage for the Veterans Assistance Commission of Montgomery County rather than require the Veterans Assistance Commission of Montgomery County to obtain and maintain its own insurance coverage; and

WHEREAS, Montgomery County has agreed to provide said insurance, contingent upon the Veterans Assistance Commission of Montgomery County reimbursing Montgomery County annually for any premium increase caused by the Veterans Assistance Commission of Montgomery County, and the Veterans Assistance Commission of Montgomery County has agreed to accept said insurance coverage,

By Agreement of the Undersigned, the parties to this Agreement mutually agree as follows:

1. The above recitals form a part of this Agreement as if fully set out herein.
2. This Agreement is entered into pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.
3. The parties agree that Montgomery County shall take all actions necessary to list the Veterans Assistance Commission of Montgomery County as an additional assured to extend its full insurance coverage for and on behalf of the Veterans Assistance

Commission of Montgomery County, at the expense of the Veterans Assistance Commission of Montgomery County.

- 4. The Veterans Assistance Commission of Montgomery County agrees to abide by the terms and conditions of said insurance program and insurance carrier provided by Montgomery County.

Agreed to this 12th day of April, 2005.

David L. Bishop
 Veterans Assistance Commission of Montgomery County
 by its Superintendent

Witness:
 Agreed to this 12th day of April, 2005.

Mike A. Hansen
 Montgomery County
 by its County Board Chairman

Attest:
Sandy Scott
 Montgomery County Clerk

FY 2005

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 (\$146,000), 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, 2005, 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, 2005 and December 31, 2005, 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 2004 through November 30, 2005.
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 -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of \$1,111.44 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 '05 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.

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 '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.
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, 2005, 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, 2004.
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.

Mike A. Havers
County Board Chairman

April 12, 2005
Date

Attest:

Sandy Luthers
County Clerk

4/12/05
Date

HILLSBORO AREA ABULANCE SERVICE

Stephen R. Cullen
Authorized Representative

1-20-05
Date

President
Title

FY 2005

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 (~~\$55,250~~ ^{#55,350}), 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, 2005 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, 2005 and December 31, 2005, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The F/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2004 through November 30, 2005.
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 -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of \$87.75 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 '05 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 '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.
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, 2005, 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 Statute 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, 2005.
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.

Mike A. Haven
County Board Chairman

April 12, 2005
Date

Attest:

Sandy Leithner
County Clerk

4/12/05
Date

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

John Wehl
Authorized Representative

01/18/05
Date

President FWAS
Title

FY 2005

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (\$78,000) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 2005, 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, 2005 and December 31, 2005, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The N/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2004 through November 30, 2005.
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 -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of **\$438.73** 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 '05 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 '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.
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, 2005, 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 Statue 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, 2005.
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.

Milo A. Hansen
County Board Chairman

April 12, 2005
Date

Attest:

Sandy Leithner
County Clerk

4/12/05
Date

NOKOMIS/WITT AREA ABULANCE SERVICE

[Signature]
Authorized Representative

1-12-05
Date

Manager
Title

FY 2005

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 (\$120,000) 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, 2005, 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, 2005 and December 31, 2005, 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, 2004 through November 30, 2005.
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 -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of **\$1,199.18** 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 '05 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 '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.
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, 2004, 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, 2004.
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.

Mike H. Herrera
County Board Chairman

April 12, 2005
Date

Attest:

Andy Roth
County Clerk

4/12/05
Date

LITCHFIELD AREA ABULANCE SERVICE

John L. Dunbar
Authorized Representative

2/14/05
Date

Mayor
Title

FY 2005

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 (\$33,360) 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, 2005, 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, 2005 and December 31, 2005, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The R/H AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2004 through November 30, 2005.
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 -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of **\$87.75** 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 '05 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 '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.
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, 2005, 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, 2005.
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.

Milo A. Haven
County Board Chairman

April 12, 2005
Date

Attest:

Sandy Latherson
County Clerk

4/12/05
Date

RAYMOND/HARVEL AREA ABULANCE SERVICE

Robert E. Langer
Authorized Representative

3-8-05
Date

BOARD PRESIDENT
Title

Ordinance

ORDINANCE NUMBER 05-02
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

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

PASSED by the Chairman and the Board of Montgomery County on the 10th day of May 2005, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 21

PRESENT 21

AYE 21

NAY 0

Sandy Litheriser
Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 10th day of May 2005.

Mike A. Haven
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 Intermodal Surface Transportation Efficiency Act of 1991 in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

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

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

WITNESSETH:

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

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

COUNTY OF SHELBY, a body politic and corporate

By: George Frazier
Chairperson, Shelby County Board

ATTEST:

Kathy A. Lantz
Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: Mike A. Hawes
Chairperson, Montgomery County Board

ATTEST:

Sandy Lethers
Montgomery County Clerk

Resolution 2005- 13

Establishing Uniform Real Estate Transfer Tax

WHEREAS, pursuant to 55 ILCS 5/5-1031, the County Board has previously imposed a tax on the privilege of transferring title to real estate situated in Montgomery County for all transfers on which the county also collects a transfer tax for the State of Illinois pursuant to 35 ILCS 200/31-10; and

WHEREAS, Public Act 93-657 became effective June 1, 2004 and made certain changes in the Real Estate Transfer Tax authorized under the Illinois Revenue Code (35 ILCS 200/31-10) to impose such tax on the privilege of transferring a controlling interest in a real estate entity owning property located in Illinois, including a lessee's interest in certain ground leases; and

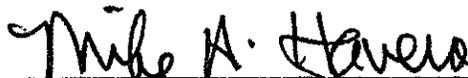
WHEREAS, said Public Act 93-657 failed to authorize counties to collect the transfer tax on such transfers of controlling interests, thereby inadvertently creating an inconsistency in the manner in which transfer taxes may be imposed by the state and the county respectively; and

WHEREAS, in order to rectify this inconsistency, Public Act 93-1099 will become effective June 1, 2005, authorizing counties to also impose a tax on the transfer of a controlling interest in a real estate entity owning property located in Illinois, including a lessee's interest in certain ground leases; and

WHEREAS, the County Board has determined it is appropriate and beneficial for the effective administration of the transfer tax that there be a uniform application of such tax imposed by the county and the state respectively.

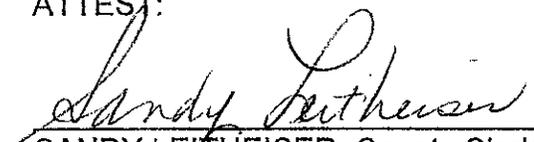
NOW, THEREFORE, BE IT RESOLVED by the County Board of Montgomery County that effective June 1, 2005 and pursuant to Public Act 93-1099 and 55 ILCS 5/5-1031, there is hereby imposed a tax on the privilege of transferring a controlling interest in a real estate entity owning property located in Montgomery County, including a lessee's interest in certain ground leases, in the amount of \$.25 per \$500 consideration or fraction of \$500 value declared in the real estate transfer declaration required by 35 ILCS 200/31-25, such tax to be in addition to any and all transfer tax currently authorized for collection by the county.

PASSED, APPROVED, AND ADOPTED by the County Board of Montgomery County this 10th day of May, 2005.



MIKE HAVERA, Chairman

ATTEST:



SANDY LEYTHEISER, County Clerk

RESOLUTION 05- 04**RESOLUTION ESTABLISHING A CAPITALIZATION POLICY FOR
MONTGOMERY COUNTY**

WHEREAS, the County of Montgomery believes it to be in its best interest to establish a policy for the accounting of capital assets and depreciation;

THEREFORE BE IT RESOLVED THAT for the purposes of the Government Accounting Standards Board Statement #34 the following capitalization policy is established. The minimum capitalization threshold for non-infrastructure assets is; land (structured and open) and land improvements \$25,000; buildings \$50,000; building improvements \$25,000; all other non-infrastructure assets \$5,000; and for infrastructure assets (roads, bridges, culverts, curbs, sidewalks, lighting systems, gutters, drainage systems, easements, waterways, etc.) \$200,000.

Depreciation will be the straight-line method. There will be no depreciation on land (structured and/or open) or easements.

The following useful life schedule is established:

Non-infrastructure;

- Computer Equipment – 5 years,
- Radio/Communication Equipment – 10 years,
- Radio Antenna (relay) – 20 years,
- Office Equipment – 7 years,
- Equipment – (other than vehicles, office, and computer equipment) 10 years,
- Land Improvements – 20 years,
- Vehicles under 13,000 GVWR (non-law enforcement) – 5 years,
- Vehicles under 13,000 GVWR (law enforcement) – 3 years,
- Vehicles over 13,000 GVWR – 7 years,
- Buildings - Permanent - 40 years,
- Buildings - Portable - 25 years,
- Parking Lots – 20 years,
- Heating, Ventilating, and Air Conditioning Systems – 20 years,
- Roof Replacement – 20 years.

Infrastructure;

- Radio Tower - 20 years,
- Roads – oil and chip– 40 years,
- Roads – concrete – 40 years,
- Roads – bituminous – 40 years,
- Road Signs – 20 years,
- Curbing - concrete with gutters – 40 years,
- Bridges – 40 years.

RESOLUTION 05- _____

RESOLUTION ESTABLISHING A CAPITALIZATION POLICY FOR
MONTGOMERY COUNTY (continued)

APPROVED and ADOPTED this 10th day of May, 2005.

Section 2: This resolution shall take effect immediately after its approval and adoption.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leithaiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION NO. 05-05

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 04-001-250-00

as described in Certificate No. 54 sold October 29, 2001.

WHEREAS, a public auction was held March 30, 2005, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of May, 2005.

Mike A. Hawera

CHAIRMAN

ATTEST:

Sandy Leithersed

Clerk of the Board

Permanent Index No.: 04-001-250-00

**ATTACHMENT
LEGAL DESCRIPTION**

That part of Lots One and Two in Block One in the Original Town of Coffeen, described as follows to-wit: Beginning at a point 23 feet and 5 inches Northwest of the Southeast corner of Lot Two in said Block One, and running thence Northeast parallel with the line between Lots One and Two, 34 feet; running thence Southeasterly parallel with the Southwest line of Lots One and Two, to the line between Lot One and the right of way of the New York, Chicago, & St. Louis Railroad Company; running thence in a Southwesterly direction 34 feet to the Southeast corner of Lot One, running thence Northwest along the Southwest end line of said Lots One and Two to the place of beginning; also the Southwest Half of the Southeast Half of Lot One, excepting the Southwest 34 feet thereof hereinabove described; all in Block One of the Original Town of Coffeen; subject to the reservations as contained in a Deed duly recorded in the Office of the Recorder of Montgomery County, Illinois, as shown in Deed Record 179 at Page 428, excepting the coal and mineral rights underlying said real estate, all if said property being situated in the City of Coffeen and further, situated in the County of Montgomery in the State of Illinois. 8-3-1250 17-35-340-013

200500026012
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
05-10-2005 At 01:51 pm.
QUIT CLAIM 29.00
OR Book 1065 Page 317 - 318

DEED

Instrument 200500026012 OR 1065 Book Page 317

Return Deed &
Mail Tax Statement To:

Beverly A. Greenwood
P. O. Box 346
Coffeen, IL 62017

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: BEVERLY A. GREENWOOD

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.: 04-001-250-00

Grantee to assume payment of the taxes for the year 2006 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 10th day of May, 2005.

ATTEST:
Sandy Leithiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

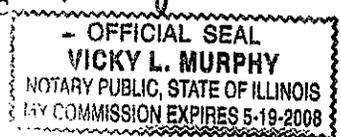
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 10th day of May, 2005.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



Permanent Index No.: 04-001-250-00

**ATTACHMENT
LEGAL DESCRIPTION**

That part of Lots One and Two in Block One in the Original Town of Coffeen, described as follows to-wit: Beginning at a point 23 feet and 5 inches Northwest of the Southeast corner of Lot Two in said Block One, and running thence Northeast parallel with the line between Lots One and Two, 34 feet; running thence Southeasterly parallel with the Southwest line of Lots One and Two, to the line between Lot One and the right of way of the New York, Chicago, & St. Louis Railroad Company; running thence in a Southwesterly direction 34 feet to the Southeast corner of Lot One, running thence Northwest along the Southwest end line of said Lots One and Two to the place of beginning; also the Southwest Half of the Southeast Half of Lot One, excepting the Southwest 34 feet thereof hereinabove described; all in Block One of the Original Town of Coffeen; subject to the reservations as contained in a Deed duly recorded in the Office of the Recorder of Montgomery County, Illinois, as shown in Deed Record 179 at Page 428, excepting the coal and mineral rights underlying said real estate, all if said property being situated in the City of Coffeen and further, situated in the County of Montgomery in the State of Illinois. 8-3-1250 17-35-340-013

RESOLUTION NO. 05-06

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

The North (N) One Hundred Twenty-nine (129) feet of the East Half (E1/2) of Block Four (4) and all that part of Block Five (5) lying East (E) of the centerline of said block; all in J.E. Haller's subdivision of Block Five (5) in Miller and Young's Second addition to Nokomis (excepting all coal underlying said Blocks), situated in Montgomery County, Illinois. 10-2-1204 08-14-455-004

Parcel Index # 10-001-204-00

as described in Certificate No. 191 sold October 29, 2001.

WHEREAS, a public auction was held March 30, 2003, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of May, 2005.

Mike A. Havers

CHAIRMAN

ATTEST:

Sandy Luthers

Clerk of the Board

200500026011
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
05-10-2005 At 01:51 pm.
QUIT CLAIM 29.00
OR Book 1065 Page 316 - 316

DEED

Instrument 200500026011 OR Book Page 1065 316

Return Deed &
Mail Tax Statement To:

Bridget Hill and David Hill
218 Singer
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: BRIDGET HILL AND DAVID HILL AS JOINT TENANTS

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

The North (N) One Hundred Twenty-nine (129) feet of the East Half (E1/2) of Block Four (4) and all that part of Block Five (5) lying East (E) of the centerline of said block; all in J.E. Haller's subdivision of Block Five (5) in Miller and Young's Second addition to Nokomis (excepting all coal underlying said Blocks), situated in Montgomery County, Illinois. 10-2-1204 08-14-455-004

Permanent Index No.: 10-001-204-00

Grantee to assume payment of the taxes for the year 2006 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 10th day of May, 2005.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Havera
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

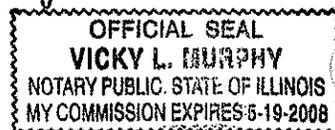
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 10th day of May, 2005.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



RESOLUTION NO. 05-07

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

The North Two (2) acres of the Southwest Quarter of the Northeast Quarter of Section Fourteen, Township Ten North, Range Five West of the Third Principal Meridian, situated in the County of Montgomery, in the State of Illinois
05-14-200-002

Parcel Index # 19-000-137-00

as described in Certificate No. 379 sold October 29, 2001.

WHEREAS, a public auction was held March 30, 2005, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of May, 2005.

Mike A. Jensen

CHAIRMAN

ATTEST:

Sandy Leithers

Clerk of the Board

200500026010
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
05-10-2005 At 01:51 pm.
QUIT CLAIM 29.00
DR Book 1065 Page 315 - 315

DEED

Instrument Book Page
200500026010 DR 1065 315

Return Deed &
Mail Tax Statement To:

Alma Stoutamoyer
412 Western Street
Gillespie, IL 62033

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: ALMA STOUTAMOYER

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

The North Two (2) acres of the Southwest Quarter of the Northeast Quarter of Section Fourteen, Township Ten North, Range Five West of the Third Pincipal Meridian, situated in the County of Montgomery, in the State of Illinois 05-14-200-002

Permanent Index No.: 19-000-137-00

Grantee to assume payment of the taxes for the year 2006 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 10th day of May, 2005.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leithaiser
County Clerk of Montgomery County, Illinois

Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

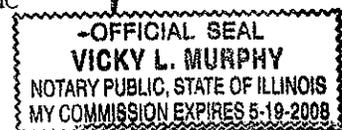
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 10th day of May 2005.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



RESOLUTION # 05 - 08

**RESOLUTION
ALLOWING MONTGOMERY COUNTY TO REIMBURSE FOR PRISONER
MEDICAL SERVICES AND/OR PRESCRIPTIONS TO INMATES, AT THE
ILLINOIS PUBLIC AID RATE**

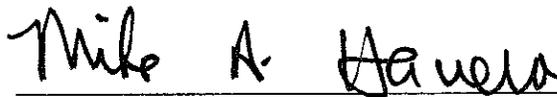
WHEREAS, the County Jail Act, 730 ILCS 125/17 requires Montgomery County to reimburse any hospital, physician or any other agency, which provides medical services and/or prescriptions to inmates of the Montgomery County Jail, and;

WHEREAS, the County Jail Act, 730 ILCS 125/17 further provides authority to a County Board by resolution or ordinance to provide for such reimbursements at the Department of Public Aid's rates for medical assistance and/or prescriptions, and;

WHEREAS, that said Department of Public Aid's rates are normally less than the usual rates charged for such services;

THEREFORE BE IT RESOLVED, by the Montgomery County Board that pursuant to 730 ILCS 125/17 of the County Jail Act, the County shall, effective immediately, reimburse private hospitals, physicians, or other agency's providing medical services and/or prescriptions to inmates of the Montgomery County Jail at the Department of Public Aid's rates for medical assistance and/or prescriptions, said rates to be determined by the Sheriff in consultation with the Illinois Department of Public Aid.

PASSED; this 10th, day of May 2005.



Montgomery County Board Chairman, Mike Havera

Attest by:



Montgomery County Clerk & Recorder, Sandy Leitheiser

PROMULGATION DOCUMENT

DATE May 10th, 2005

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

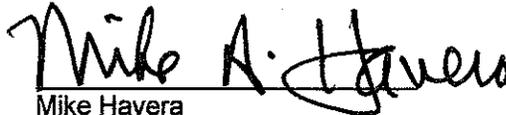
The Plan identifies the hazards which the County is vulnerable; sets down responsibilities of all County and volunteer agencies and outlines a means for the County's resources to be used to assist the citizens and political subdivisions of the County. The planning authorities and responsibilities conveyed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

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

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

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

Sincerely,



Mike Havera
County Board Chairman
Montgomery County

MONTGOMERY COUNTY EMERGENCY OPERATIONS PLAN

Mike W. Havera

MONTGOMERY COUNTY BOARD CHAIRMAN
Michael Havera

5-10-05

Date

MONTGOMERY COUNTY EMA CHAIRMAN
Dennis Jagodzinski

Date

MONTGOMERY COUNTY EMA COORDINATOR
Diana Holmes

Date

Sandy Leitheiser

MONTGOMERY COUNTY CLERK
Sandy Leitheiser

5-10-05

Date

APPROVED: Date _____

IEMA REGION 8 COORDINATOR
Stan Krushas

Date

AUTHENTICATION

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

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

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

Approved this 10th day of May, 2005.

By: Michael A. Havera
Montgomery County Board Chairman
Michael Havera

By: _____
Montgomery County EMA Board Chairman
Dennis Jagodzinski

By: _____
Montgomery County EMA Coordinator
Diana Holmes

By: Sandy Leitheiser
Montgomery County Clerk
Sandy Leitheiser

SIGNATURE PAGE

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

Signed: _____
Illinois Emergency Management Agency - Region 8
Stan Krushas

Date: _____

Signed: Mike A. Havera
Montgomery County Board Chairman
Michael Havera

Date: 5-10-05

Signed: _____
Montgomery County EMA Board Chairman
Dennis Jagodzinski

Date: _____

Signed: _____
Montgomery County EMA Coordinator
Diana Holmes

Date: _____

Signed: _____
Montgomery County Sheriff
Jim Yazzi

Date: _____

Signed: Sandy Leitheiser
Montgomery County Clerk
Sandy Leitheiser

Date: 5-10-05

Signed: _____
Montgomery County State's Attorney
James Roberts

Date: _____

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 16-05

(Amends Resolution #11-05 Dated 03/08/05)

AMENDED 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 \$5,268.97 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	1014 B-CA,	See Attached Map	\$10,537.94

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 1996.

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 June, AD, 2005.

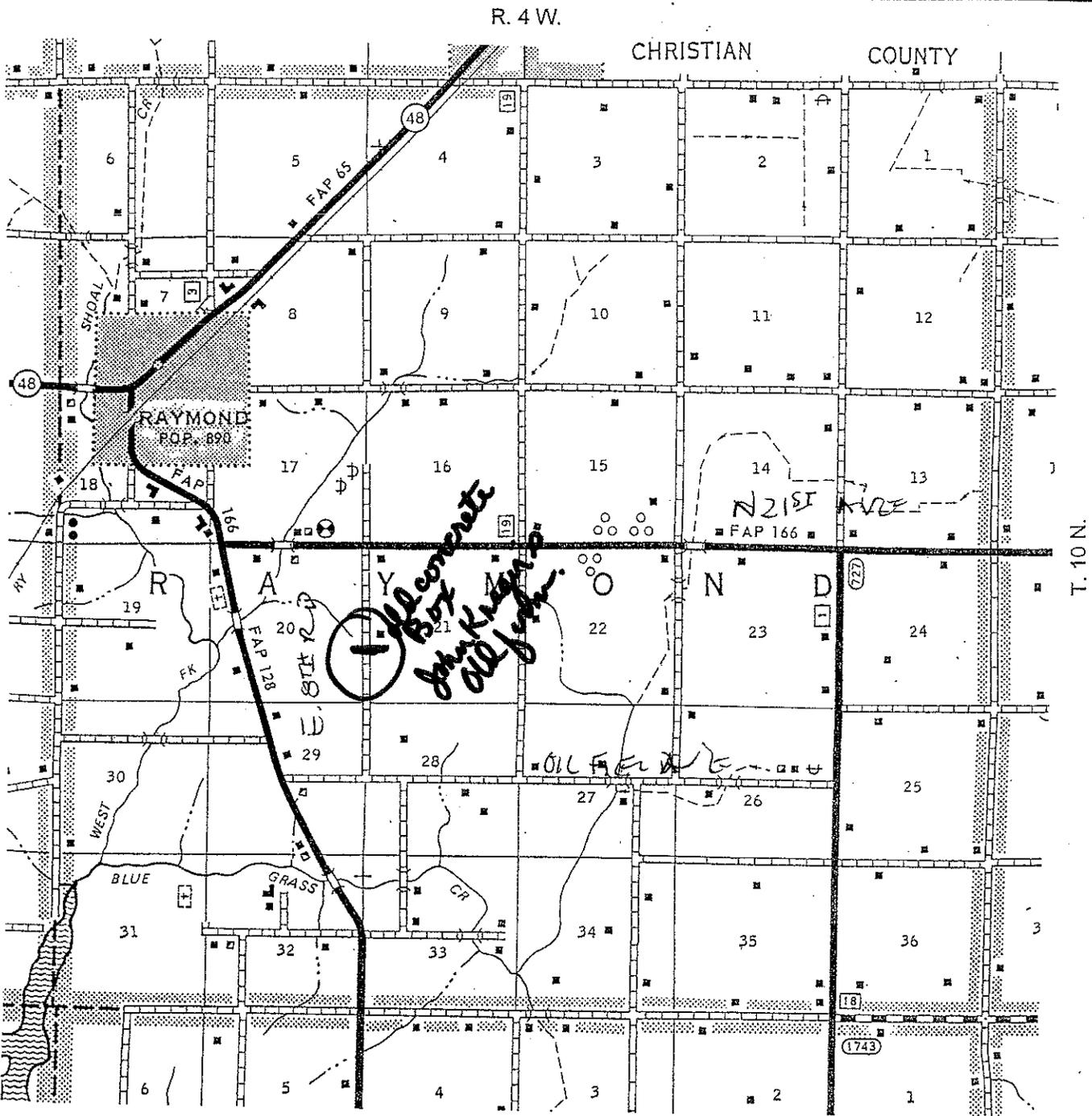
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of June, AD, 2005.

Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 50%
Raymond 50%

RAYMOND R. D.
R. 4 W., T. 10 N.



6' x 12' x 72'
H W

approx
15' wide
long

COVER
NOT ENOUGH FOR ARCH PIPE
MAY HAVE TO LOOK AT BOX

BOTTOM GONE
NO COVER ON TOP
CAN DROP FLOW LINE 1'
Lots of area drained

STREAM RUNS FROM SE TO NW
DROP BOX 60' up stream
approx

CLUSTERED PRECINCTS - CONTACT LIST				
42 Prec./26 Polling Pl. CB Approval planned for 7/05 meeting				
PRECINCT(S)	POLLING PLACE	VOTERS	CONTACT NAME	Change from original proposal given at 4/20 Special CB Meeting, if any
Audubon	new Ohlman Village Hall (former Methodist Church)	406	Dennis Aumann, Mayor	none
Bois D'Arc	Village Hall, Farmersville	698	Joe Tischkau, Mayor	none
Butler Grove	Butler Community Center	545	Don Walker, Assn. President	was Town Hall, found to be not as ADA compliant
East Fork 1 & 4	East Fork Twsp Bldg.	462/270	Libby Chumley, Twp.	none
East Fork 2 & Grisham 2	Donnellson School	140/191	S. Cunningham, Acting Clerk	none
East Fork 3	Village Hall, Schram City	629	Michael Rhoades, Mayor	none
Fillmore & S. Fillmore	Fill.Village Hall (former Gym)	454/159	Rex Boliard, Mayor	none
Grisham 1	Grisham Town Hall, Panama	258	Joe McCario, Mayor	none
Harvel	Harvel Village Hall	158	Gilbert Merkel, Mayor	none
Hillsboro 1 & 2	United Methodist Church	460/378	Rev. Floyd Blackard	none
Hillsboro 3 & 4	Free Methodist Church	711/386	Rev. Randy Sands	none
Hillsboro 5 & 6	Knights of Columbus Hall	731/727	Ray Ginnard, Grand Knight	none
Irving/Rountree	Century House	608/181	Harold Jurgena, Mayor	Rountree Twp. Supr. requested Irving since in MTA there
Nokomis 1	Coalton Village Hall (building unfinished as of 6/1/2005)	202	Rick Cearlock, Mayor	none
Nokomis 2, 4	Memorial Park House	408/267	Jean McCall, Clerk	Rountree changed to Irving
Nokomis 3, 5	Parish Center	474/517	Father Chris/Doris Huber	none
N. Lfd. 1,4	Armory	688/396	Sgt. Hires	none
N. Lfd. 2,3	First Baptist Church	571/436	Paul Morgan, Church Trustee	none
N. Lfd. 5,6	Union Ave. Christian Church	444/743	Pastor Johnson	none
Pitman	Pitman Township Hall	340	Leonard Boston, Twp. Clerk	none
Raymond	Raymond K.C.	828	Clarence Smith, Rep.	none
So Lfd. 1 & 4	Lfd. Comm Bldg	581/549	Trisha Maulding, Clerk	none
S. Lfd. 2 & 3	Faith Lutheran Church	704/386	Pastor Schmidt	Was Township Polling Place, ADA rep./Twp agrees larger building needed
Walshville	Village Hall	242	Bill Sykes, Mayor	none
Witt 1,2,3	Lions Bldg.	152/301/ 368	Bob Durbin, Lions member	none
Zanesville	Pleasant Hill Christian Church	313	Darrin Daugherty, Trustee	was Town Hall, found to be not ADA compliant

Agreement between Montgomery County and (Name of Polling Place) for use of their facility as an Election Polling Place for (Name of Precinct(s))

This agreement confirms the availability and use of the above listed Facility as a Montgomery County Polling Place for Elections to be held on the following dates each year:

Even Years: General Primary Election – 3rd Tuesday in March
General Election- 1st Tuesday after the 1st Monday in November

Odd Years: Consolidated Primary Election - Last Tuesday in February
Consolidated Election- 1st Tuesday in April, except when it conflicts with Passover, when the Election will be held on the first Tuesday following the last day of Passover.

The Polling Place Election Day use will commence at approximately 5:00 AM and end at approximately 10:00 PM or possibly sooner. Coordination to set up polling place booths, tables, chairs, ballot box with electrical cord will be made by the Township Supervisor or his/her representative with the Facility representative, which will occur prior to Election day and meet the requirements of the Facility.

Montgomery County agrees to pay \$75.00 per Election to the above Facility for use as a polling place, to provide adequate insurance coverage for Election Day use (see attached Certificate of Insurance), and to assure facility is left in same condition as it is found.

The Facility agrees to allow full use of the polling area throughout the above specified times on each Election Day, and to provide the name and phone (to be listed below) of a Facility Contact Representative that will coordinate use of the Facility with the Township Supervisor and the Montgomery County Clerk.

This agreement will be ongoing and considered valid until written notification is given by the Facility to the Montgomery County Clerk, #1 Courthouse Square, PO Box 595, Hillsboro, IL 62049- phone (217) 532-9530, or by the Montgomery County Clerk to the Facility at the address listed below.

Signed,

_____	Facility Name	
_____	Facility Address	
_____	Contact Rep. Signature	_____ County Clerk
_____	Contact Reprs. Phone	Montgomery County, Illinois
_____	Facility Phone for	_____ Date of Signature
_____	Election Judges Use	
_____	Date of Signature	

ORDINANCE # 05-09

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. 39e-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 2005 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.

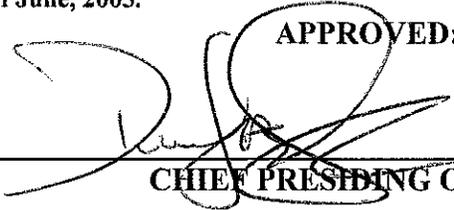
SECTION 4: The Board of Trustees shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and particular class 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 14th day of June, 2005.

APPROVED:



CHIEF PRESIDING OFFICER

ATTEST:



SECRETARY/CLERK

Montgomery County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		21.150	21.650	1.5	1.5	2.0	4.600	7.400	0.000	0.500
ASBESTOS ABT-MEC		BLD		24.010	25.010	1.5	1.5	2.0	2.920	4.320	0.000	0.000
BOILERMAKER		BLD		27.000	29.500	1.5	1.5	2.0	7.020	10.21	0.000	0.210
BRICK MASON		BLD		24.970	26.590	1.5	1.5	2.0	4.100	7.400	2.000	0.370
CARPENTER	N	BLD		23.530	25.280	1.5	1.5	2.0	6.250	5.880	0.000	0.300
CARPENTER	N	HWY		23.620	25.370	1.5	1.5	2.0	6.250	5.880	0.000	0.300
CARPENTER	S	BLD		23.000	24.750	1.5	1.5	2.0	6.250	6.410	0.000	0.300
CARPENTER	S	HWY		23.050	24.800	1.5	1.5	2.0	6.250	6.450	0.000	0.300
CEMENT MASON		ALL		25.450	26.200	1.5	1.5	2.0	4.850	7.250	0.000	0.100
CERAMIC TILE FNSHER		BLD		22.040	0.000	1.5	1.5	2.0	4.800	4.100	0.000	0.250
ELECTRIC PWR EQMT OP	NE	ALL		28.840	34.100	1.5	1.5	2.0	4.500	7.790	0.000	0.000
ELECTRIC PWR EQMT OP	SW	ALL		29.820	35.940	1.5	2.0	2.0	4.120	7.450	0.000	0.150
ELECTRIC PWR GRNDMAN	NE	ALL		19.790	34.100	1.5	1.5	2.0	4.500	5.340	0.000	0.000
ELECTRIC PWR GRNDMAN	SW	ALL		22.260	35.940	1.5	2.0	2.0	3.080	5.570	0.000	0.110
ELECTRIC PWR LINEMAN	NE	ALL		32.040	34.100	1.5	1.5	2.0	4.500	8.650	0.000	0.000
ELECTRIC PWR LINEMAN	SW	ALL		34.280	35.940	1.5	2.0	2.0	4.740	8.570	0.000	0.170
ELECTRIC PWR TRK DRV	NE	ALL		20.760	34.100	1.5	1.5	2.0	4.500	5.600	0.000	0.000
ELECTRIC PWR TRK DRV	SW	ALL		24.340	35.940	1.5	2.0	2.0	3.370	6.080	0.000	0.120
ELECTRICIAN	E	BLD		28.090	30.900	1.5	1.5	2.0	5.150	4.200	0.000	0.420
ELECTRICIAN	NW	BLD		30.270	32.270	1.5	1.5	2.0	5.150	4.560	0.000	0.250
ELECTRICIAN	SW	ALL		30.570	32.400	1.5	1.5	2.0	4.740	5.800	0.000	0.460
ELECTRONIC SYS TECH	E	BLD		22.040	23.290	1.5	1.5	2.0	4.650	3.110	0.000	0.440
ELECTRONIC SYS TECH	W	BLD		22.610	24.110	1.5	1.5	2.0	2.800	3.180	1.750	0.450
ELEVATOR CONSTRUCTOR		BLD		32.700	36.790	2.0	2.0	2.0	7.275	3.420	1.960	0.000
GLAZIER		BLD		25.430	0.000	1.5	2.0	2.0	4.480	3.230	0.000	0.280
HT/FROST INSULATOR		BLD		28.790	29.790	1.5	1.5	2.0	4.250	7.360	0.000	0.000
IRON WORKER	N	BLD		23.510	25.260	1.5	1.5	2.0	5.200	7.450	0.000	0.300
IRON WORKER	N	HWY		23.510	25.010	1.5	1.5	2.0	5.200	7.450	0.000	0.300
IRON WORKER	S	ALL		24.540	26.040	1.5	1.5	2.0	5.710	7.750	0.000	0.420
LABORER		ALL		20.650	21.150	1.5	1.5	2.0	4.600	7.400	0.000	0.500
LATHER		BLD		23.530	25.280	1.5	1.5	2.0	6.250	5.880	0.000	0.300
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		BLD		22.040	0.000	1.5	1.5	2.0	4.800	4.100	0.000	0.250
MILLWRIGHT		BLD		24.770	26.520	1.5	1.5	2.0	6.250	5.100	0.000	0.300
MILLWRIGHT		HWY		19.270	20.520	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		ALL	1	24.650	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	2	23.520	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	3	19.040	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	4	19.100	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	5	18.770	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	6	25.200	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	7	25.500	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
OPERATING ENGINEER		ALL	8	25.780	25.780	1.5	1.5	2.0	5.600	9.900	0.000	1.000
PAINTER		BLD		23.800	24.800	1.5	1.5	2.0	3.900	5.150	0.000	0.350
PAINTER		HWY		25.000	26.000	1.5	1.5	2.0	3.900	5.150	0.000	0.350
PAINTER OVER 30FT		BLD		24.800	25.800	1.5	1.5	2.0	3.900	5.150	0.000	0.350
PAINTER PWR EQMT		BLD		24.800	25.800	1.5	1.5	2.0	3.900	5.150	0.000	0.350
PAINTER PWR EQMT		HWY		26.000	27.000	1.5	1.5	2.0	3.900	5.150	0.000	0.350
PILEDRIVER	N	BLD		24.030	25.780	1.5	1.5	2.0	6.250	5.880	0.000	0.300
PILEDRIVER	N	HWY		24.120	25.870	1.5	1.5	2.0	6.250	5.880	0.000	0.300
PILEDRIVER	S	BLD		23.500	25.250	1.5	1.5	2.0	6.250	6.410	0.000	0.300
PILEDRIVER	S	HWY		23.550	25.300	1.5	1.5	2.0	6.250	6.450	0.000	0.300
PIPEFITTER	NE	BLD		30.350	32.100	1.5	1.5	2.0	5.800	3.800	0.000	0.300
PIPEFITTER	SW	BLD		29.000	30.250	2.0	2.0	2.0	5.350	4.950	0.000	0.000
PLASTERER		BLD		25.300	26.300	1.5	1.5	2.0	4.850	6.750	0.000	0.250
PLUMBER	NE	BLD		30.350	32.100	1.5	1.5	2.0	5.800	3.800	0.000	0.300
PLUMBER	SW	BLD		29.000	30.250	2.0	2.0	2.0	5.350	4.950	0.000	0.000
ROOFER		BLD		23.000	25.000	1.5	1.5	2.0	3.450	5.000	0.000	0.100

METAL WORKER	ALL	26.470	27.720	1.5	1.5	2.0	5.750	4.310	1.580	0.120
SPRINKLER FITTER	BLD	29.390	30.890	1.5	1.5	2.0	6.100	4.950	0.000	0.250
TERRAZZO FINISHER	BLD	30.050	0.000	1.5	1.5	2.0	0.000	0.000	0.000	0.000
TERRAZZO MASON	BLD	29.550	29.850	1.5	1.5	2.0	0.000	3.750	0.000	0.000
TRUCK DRIVER	ALL 1	24.905	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	ALL 2	25.305	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	ALL 3	25.505	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	ALL 4	25.755	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	ALL 5	26.505	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 1	19.924	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 2	20.244	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 3	20.404	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 4	20.604	0.000	1.5	1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 5	21.204	0.000	1.5	1.5	2.0	7.000	3.200	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.

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

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

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

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

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

of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

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

ELECTRONIC SYSTEMS ELECTRICIAN

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, 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 Pushcoats, 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 ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

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

LANDSCAPING

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

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

DATE: June 8, 2005
FROM: MONTGOMERY COUNTY BOARD
TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS-JULIE
PAYNE-KIEFER
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS
RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF 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 21-90, SEC 21-95, SEC 21-100, SEC 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 July 2005.

Mike A. Havera
COUNTY BOARD CHAIRMAN, MIKE HAVERA

Bill Sielschott
FINANCE COMMITTEE CHAIRMAN, BILL SIELSCHOTT

ATTEST BY: Sandy Leitheiser
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

MONTGOMERY COUNTY TRUSTEE
2004-TAX VOID LIST

02-000-215-00
02-000-544-00
02-000-550-00
02-000-550-05
02-000-550-10
02-000-554-01
02-000-555-00
02-000-556-00
02-000-557-00
02-000-559-00
02-000-560-00
02-000-561-00
02-000-562-00
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02-000-564-00
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02-000-566-00
02-000-569-00
02-000-685-20
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04-001-220-00
04-001-250-00
04-001-417-05
04-001-594-00
04-001-630-00
04-001-910-00
04-002-344-00

06-000-731-05
07-000-177-00
07-000-230-00
08-100-013-00
08-100-707-93
08-100-707-94
08-100-707-98
08-103-795-00
08-201-682-00
08-202-488-00
08-202-794-00
08-202-810-00
09-000-939-05
10-001-204-00
10-001-315-05
11-100-059-00-10
11-100-059-00-14
11-100-059-00-27
11-100-059-00-43
11-100-059-00-47
11-100-059-00-50
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11-100-059-20
11-100-059-26
11-100-059-36

11-100-059-51
11-100-059-77
11-100-059-99
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12-000-414-00
12-000-416-00
12-000-417-00
12-000-418-00
12-000-419-00
12-000-419-10
12-000-424-00
13-000-441-01
13-000-530-00
16-000-670-00
16-001-236-00
16-001-437-00
16-002-012-00
18-000-638-00
18-000-639-00
18-000-651-00
18-000-658-00
18-001-114-00
19-000-137-00

RESOLUTION NO. 05-10

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

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

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

Lot 11 and the West Half of Lot 12 in Block 3 in Sedentop's Second Addition to the Village of Farmersville, (except coal underlying said premises), in Montgomery County, Illinois. 12-5-685-4 01-33-412-017

Parcel Index # 02-000-685-20

as described in Certificate No. 33 sold October 29, 2001.

WHEREAS, a public auction was held March 30, 2005, 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 July, 2005.

Mike A. Havers

CHAIRMAN

ATTEST:

Sandy Lutherser

Clerk of the Board

DEED

BOOK

5 PAGE 277

200500027252
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-12-2005 At 12:35 pm.
QUIT CLAIM 29.00
DR Book 1077 Page 14 - 14

Instrument Book Page
200500027252 OR 1077 14

Return Deed &
Mail Tax Statement To:

Shawn Butler and Randy Brockmeyer
29369 E 8th Road
Morrisonville, IL 62546

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: SHAWN BUTLER AND RANDY BROCKMEYER AS JOINT TENANTS

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

Lot 11 and the West Half of Lot 12 in Block 3 in Sedentop's Second Addition to the Village of Farmersville, (except coal underlying said premises), in Montgomery County, Illinois. 12-5-685-4 01-33-412-017

Permanent Index No.: 02-000-685-20

Grantee to assume payment of the taxes for the year 2006 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 12th day of July, 2005.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

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

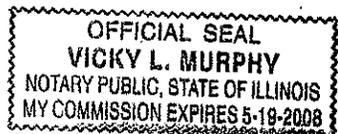
Given under my hand and notarial seal, this 12th day of July, 2005.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION NO. 05-11

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

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

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

The West One-Hundred Twenty (120) feet of Lots Nineteen (19), Twenty (20), and Twenty-one (21), also the West Thir (30) feet of Lots Twenty-two (22) and Twenty-three (23) of McLean's Addition to the City of Coffeen, East Fork Township, Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois. 8-3-1594 17-35-384-003

Parcel Index # 04-001-594-00

as described in Certificate No. 65 sold October 29, 2001.

WHEREAS, a public auction was held March 30, 2005, 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 July, 2005.

Mike A. Havers

CHAIRMAN

ATTEST:

Sandy Leatherser

Clerk of the Board

DEED

BOOK

5 PAGE 279

200500027251
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-12-2005 At 12:36 pm.
QUIT CLAIM 29.00
OR Book 1077 Page 13 - 13

Return Deed &
Mail Tax Statement To:

Lavada S. Moyer
628 Talmage
Witt, IL 62094

Instrument Book Page
200500027251 OR 1077 13

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: LAVADA S. MOYER

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

The West One-Hundred Twenty (120) feet of Lots Nineteen (19), Twenty (20), and Twenty-one (21), also the West Thirty (30) feet of Lots Twenty-two (22) and Twenty-three (23) of McLean's Addition to the City of Coffeen, East Fork Township, Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois. 8-3-1594 17-35-384-003

Permanent Index No.: 04-001-594-00

Grantee to assume payment of the taxes for the year 2006 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 12th day of July, 2005.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leithaiser
County Clerk of Montgomery County, Illinois

Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

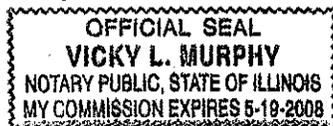
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

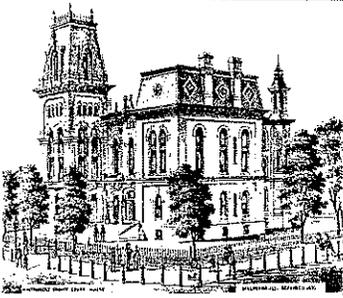
Given under my hand and notarial seal, this 12th day of July, 2005.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC





INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY BOOK
AND
CITY OF Raymond

5 PAGE 280

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

WITNESSETH

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

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

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

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

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

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

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

This Agreement is adopted and set in force on July 12, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Raymond, ILLINOIS

Mike A. Haven
Chairman, County Board

[Signature]
Mayor

ATTEST:

[Signature]
Montgomery County Clerk

[Signature]
City Clerk

Ownership

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

Licensee Generated Data

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

Copyright

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. In 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 July 12, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Raymond, ILLINOIS

Milo A. Howers
Chairman, County Board

[Signature]
Mayor

ATTEST:
Sandy Leithner
Montgomery County Clerk

[Signature]
City Clerk

Scott Schluckebier's statement read to County Board

This is a sampling of citizens concerned about the method of longwall extraction and its' certain earthquake-like damage from subsidence.

These concerned citizens are not against the coal mine. We all know the county would benefit from the proposed jobs. However, if the longwall extraction is used it will forever change the topography & landscape forever. The land will never be repaired to its original pre-mine condition.

800V 5 PAGE 284 A

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IL2002.035.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IL2002.035 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	MONTGOMERY COUNTY, ILLINOIS #1 Courthouse Square Hillsboro, Illinois 62049 Customer's Legal Name ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(866) 471-2900 ext. 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Bill Purcell</u> Telephone No.: <u>217-532-9582</u> Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Paul Sylvestre
 (Signature)

Its: President / CEO
 (Title)

Date: August 16, 2005

Witnessed: Matthew Henry

By: Matthew Henry

MONTGOMERY COUNTY, ILLINOIS

By: Milo A. Havers
 (Signature)

Its: County Board Chairman
 (Title)

Date: 8.9.05

By: Willie E. Sulseth
 (Signature)

Its: Finance Chairman
 (Title)

Date: 8/11/05

By: John Dawns
 (Signature)

Its: 08/11/05
 (Title)

Date: _____

Witnessed: Sandra Luthuisen

Date: 8/11/05

FILED

AUG 29 2005

Sandra Luthuisen COUNTY CLERK

SIGNATURE PAGE

Date: July 13, 2005 M.M.

SOFTWARE SCHEDULE FOR MONTGOMERY COUNTY, ILLINOIS

Schedule No. IL2002.035.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IL2002.035 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
ManaLink - Single User License	GIS-MANALINK	1	\$ 5,000.00	\$ 5,000.00	S of A
Total Software Fees:					\$ 5,000.00

SOFTWARE USE RESTRICTIONS:

1-User of ManaLink

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: July 13, 2005 M.M.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR MONTGOMERY COUNTY, ILLINOIS

Schedule No. IL2002.035.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IL2002.035 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
ManaLink Single User Software Support	GIS-MANALINK-S	\$ 2,000.00	S of A
Total Software Support Services Fees:			\$ 2,000.00

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: July 13, 2005 M.M.

PROFESSIONAL SERVICES SCHEDULE FOR MONTGOMERY COUNTY, ILLINOIS

Schedule No. IL2002.035.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IL2002.035 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL / CONSULTATION TRAINING SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	# of Days	Unit Price	Total Price	Office	Estimated Completion Date
Application Software Installation & Training	INSAPP/TRNG	1	\$ 850.00	\$ 850.00	S of A	TBD
Total Professional Services Fees:					\$ 850.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Date: July 13, 2006 M.M.

SUMMARY SCHEDULE FOR MONTGOMERY COUNTY, ILLINOIS

Schedule No. IL2002.035.02

ONE TIME FEES	
DESCRIPTION	Total Price
SOFTWARE	\$ 5,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 850.00
Total One Time Fees - Plus Freight:	\$ 5,850.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 2,000.00
Total Ongoing Fees:	\$ 2,000.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: July 13, 2005 M.M.

**APPENDIX A
MINIMUM REQUIREMENTS**

Server Components		
	Minimum Requirements	Recommended Configuration
Processor:	3GHz Intel Xeon	Dual 3.6GHz Intel Xeon
Memory:	1GB of RAM (servers not running an RDBMS) 2GB of RAM (servers running an RDBMS)	1GB of RAM (servers supporting one application) 2GB of RAM (servers supporting multiple applications)
Disk Subsystem:	Wide Ultra160 RAID Controller RAID Level 5 Drive (Three or more 10,000 RPM Disk Drives) 24x CD-ROM Drive 20/40GB DLT Tape Drive	Wide Ultra320 RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data Redundant Power Supply 40/80 DLT Tape Drive or Library
Software:	Windows 2000 or Windows 2003 Server SQL Server 2000 Veritas Backup Exec 9.x PCAnywhere 11.x	eTrust Antivirus

Workstation Components		
	Minimum Requirements	Recommended Configuration
Hardware:	2.8 GHz Pentium IV 512MB of RAM 17" Monitor (1024x768 resolution) 20GB Disk Drive 100Mbit PCI bus Ethernet Card 24X CD-ROM Drive	3.6 GHz Pentium IV 1GB of RAM 19" Monitor (1024-768 resolution) 40GB Disk Drive 100Mbit PCI bus Ethernet Card DVD-ROM Drive
Software:	Windows 2000 Professional PcANYWHERE (one host per office)	Windows XP Professional SnagIt, PrintKey, or other equivalent screen capture utility Crystal Reports

Network Components		
	Minimum Requirements	Recommended Configuration
Network:	Category 5 UTP cable ran to each Ethernet device 100Mbit Switched Ethernet for all devices	

**APPLICATION SPECIFIC SPECIFICATIONS
(CUSTOMER is responsible for providing a dedicated phone line)**

Application		
	Minimum Requirements	Recommended Configuration
Manatron CAMA	Printer: HP 4250N w/additional 64MB & duplexing	Printer: HP8150DN w/additional 128MB highly recommended for printing property record cards
Recorder	Printers: HP4250N w/additional 64MB Eltron TLP 2844 w/Black Line Sensor	Printer: HP8150DN w/additional 128MB
Recorder w/ Imaging	Printers: HP 8150N w/additional 64MB Monitors: 1280X1024 resolution 19" Monitor, view only 21" Monitor, scanning Scanners: Canon DR-3060 Adaptec 2940 SCSI Card w/appropriate cable	Printers: HP 8150DN w/additional 128MB Monitors: 1280X1024 resolution 21" Monitor, scanning Scanners: Canon DR-5020 Fujitsu M3097DG
Manatron Tax	Printers: HP 4250N w/additional 128MB Epson TM-U675P validator (receipting options) Scanners: Metrologic 9520 w/keyboard wedge	Printers: HP 8150DN w/additional 128MB highly recommended for printing tax bills

RESOLUTION # 05 - 12**RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2004-2005 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 2004 payable 2005 be voided.

Approved by the Montgomery County Board on the 9th day of August 2005.

Mike A. Havera

Montgomery County Board Chairman, Mike Havera

William E. Sielschott

Montgomery County Finance Committee Chairman, Bill Sielschott

Attest by:

Sandy Leitheiser

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

FILED
AUG 08 2005

Montgomery County Reso/Ord. 05- 13

FOOD SERVICE SANITATION ORDINANCE

FOR

Sandra Leithner
COUNTY CLERK

MONTGOMERY COUNTY HEALTH DEPARTMENT

This Ordinance rescinds the February 15, 1979, Montgomery County Food Service Sanitation Ordinance.

An ordinance defining adequate, approved, authorized representatives, board of health, county board, health authority, ECT. Providing for the sale of only unadulterated, wholesome, properly labeled/branded food, regulating the source of food, establishing sanitation standards for food, food protection, food service personnel, food service operations, food equipment and utensils, sanitary facilities and controls, and other facilities, and retail food stores. Regulating the inspection of food service establishments, retail food stores, taverns, and other such establishments which provide food or drink for the public's consumption. Providing for examination and condemnation of food. Providing for the enforcement of the current Illinois Food Service Sanitation Code and Retail Food Store Sanitation Code of the Illinois Department of Public Health, Division of Food, Drugs and Dairies and any subsequent revisions. Providing for the enforcement of this ordinance and the fixing of penalties.

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

Adopted: 8/9/05 2005

Effective: 8/9/05 2005

Approved: Mike A. Huerst 2005
County Board Chairman

Attest: Sandra Leithner 2005
County Clerk

Section 1 DEFINITIONS

The following definitions shall apply to the interpretation of the enforcement of this ordinance along with definitions set forth in the current, unabridged, Illinois Department of Public Health, Food Service Sanitation Code, and the Retail Food Store Sanitation Code.

1. ADEQUATE shall mean acceptable to the health authority based on its determination as to conformance with appropriate standards and good health practices.
2. APPROVED shall mean acceptable to the health authority based on its determination as to conformance with appropriate standards and good health practices.
3. AUTHORIZED REPRESENTATIVE shall mean the legally designated health authority of the Montgomery County Health Department and shall include those persons designated by the health authority to enforce the provisions of this ordinance.
4. BOARD OF HEALTH shall mean the Montgomery County, Illinois, Board of Health or its authorized representative(s).
5. HEALTH AUTHORITY shall mean person(s) who have been designated by the Board of Health to administer the affairs of the Montgomery County Health Department.
6. FOOD SERVICE ESTABLISHMENT shall mean any place where food or drink that is intended for individual service and consumption is routinely provided and completely prepared. The term includes any such place, regardless of whether

consumption is in, on, or off premises and regardless of whether there is a charge for the food or drink. The term does not include a private home where food is prepared for individual family consumption.

7. RETAIL FOOD STORE shall mean a grocery store, meat market, poultry market, fish market, fresh fruit and vegetable market, confectionary, nut store, bakery, or any other establishment whether fixed or moveable, where food intended for human consumption off the premises is prepared, handled, transported, sold, or offered for sale, at retail.

SECTION 2 COMPLIANCE PROVISIONS AND ADOPTION BY REFERENCE:

In addition to those provisions set forth in Section 1 through 3, this ordinance shall be interpreted and enforced in accordance with provisions set forth in the unabridged form of the most current State of Illinois, Department of Public Health, Division of Food, Drugs and Dairies, Rules and Regulations titled, "Food Service Sanitation Code" and "Retail Food Store Sanitation Code", and any subsequent revisions.

SECTION 3 ENFORCEMENT PROVISIONS:

1. PERMIT: It shall be unlawful for any person to operate a food service establishment or retail food store within the County of Montgomery, State of Illinois, who does not possess a valid permit issued by the health authority. Only a person who complies with the requirements of this ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person to another person or place or address. A valid permit shall be posted in a conspicuous place in every food service establishment or retail food store. Permits

for permanent food service establishments or retail food stores shall be issued on a calendar year basis. Permits expire December 31, each year. Permits for temporary food service establishments shall be issued for a time period not to exceed fourteen (14) days. Temporary permits are not transferable to another person or persons or place or address.

- a. ISSUANCE OF ANNUAL PERMITS: Any person(s) desiring to operate a food service establishment or retail food store or other food or drink establishment as defined or to renew a permit shall make written application for a permit on forms provided by the health authority. Such application shall include: establishment's name and permanent address, telephone number; establishment mailing address; the applicant's full name, post office address, telephone number, whether applicant is an individual, partner, firm or corporation, insurance carrier, proposed menu, listing of certified food handlers and installation of grease trap as required by the "Illinois Plumbing Code". The names of partners, corporate owners, and residence addresses are also required, together with the responsible partners name and address, type of food service establishment or retail food store, and signature of the applicant(s).

Upon receipt of such an application, the health authority shall make an inspection of the food service establishment or retail food store to determine compliance with the provisions of this ordinance. When inspection reveals that the applicable

requirements of this ordinance have been met, a permit shall be issued to the applicant(s) by the health authority.

1) Terms of Permit

The annual permit term shall be January 1 through December 31 of each calendar year. All permits granted hereunder shall expire on December 31 of the year of issuance; except a temporary establishment license shall expire not more than fourteen (14) days after the date of issuance.

- b. ISSUANCE OF TEMPORARY FOOD PERMITS: If the application is for a temporary food service establishment-vendor, the applicant it shall also include dates of the proposed operation, name of organization, name of responsible party, location of event, phone number of responsible party and a proposed menu. Temporary food service permit applications shall be requested and approved prior to the event. When a temporary permit is not pre-approved and issued in advance, then a \$50 non-compliance fee shall be paid to the local health authority. Food served at temporary food stands shall be limited to those food products defined in the Illinois Food Service Sanitation Code, and/or potentially hazardous foods that require only limited preparation. Foods that require combinations of potentially hazardous foods or complex preparations is restricted and may only be authorized if pre-approved 30 days in advance by the local health authority.
- c. RENEWAL OF PERMITS: Whenever past inspections for renewal of a permit reveal serious or repeated violations of this ordinance and/or the

Illinois Food Service Sanitation Code, the permit for renewal will not be issued and the health authority shall notify the applicant immediately thereof. Such notice shall state the reasons for not renewing the permit. Such notice shall also state that an opportunity for a hearing shall be provided for the applicant at a time and place designated by the health authority. Such hearing shall be scheduled not later than ten (10) days from the date of the notice. The notice referred to in this paragraph shall be delivered to the applicant in person by the health authority or may be sent by certified mail, return receipt requested.

- d. **SUSPENSION OF PERMITS:** Permits may be suspended temporarily by the health authority for failure of the holder of the permit to comply with requirements of this ordinance and/or the Illinois Food Service Sanitation Code. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of SECTION 3, of this ordinance, the permit holder or operator shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the health authority by the permit holder. Upon suspension of the permit, the permit shall be removed from the establishment by the health authority and returned to the health department. Notwithstanding the other provisions of this ordinance, whenever the health authority finds unsanitary food service establishments or retail food stores which, in its judgment, constitute a substantial hazard to the public health, the health authority without warning,

notice or hearing, shall issue a written notice to the permit holder or operator citing such conditions, specifying the time period within which such action shall be taken; and if deemed necessary, such order shall state that the permit is immediately suspended and all food service operations are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition within five (5) days to the health authority shall be afforded a hearing as soon as possible.

- e. REINSTATEMENT OF SUSPENDED PERMIT: Any person whose permit has been suspended may, at any time, make application for a re-inspection for the purpose of reinstatement of the permit. Within ten (10) days following the receipt of a written request, including a statement signed by the applicant that the conditions causing suspension of the permit have been corrected, the health authority shall make a re-inspection. If the applicant has completed the required corrections, reinstatement of the suspended permit, on a provisional basis, shall be reviewed for consideration by the local health authority. The provisional restriction shall be removed when the facility demonstrates consistent compliance with the requirements of the food code. This ordinance and other food safety stipulations agreed upon by the department and the facility may be reinstated for a minimum of one year. ~~is complying with the requirements of this ordinance, the permit shall be reinstated.~~

- f. REVOCATION OF PERMIT: For serious or repeated violations of any of the requirements of this ordinance, or for interference with the health authority in the performance of its duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the health authority. Prior to such action, the health authority shall notify the permit holder in writing, stating the reason for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of five (5) days following service of such notice, unless a request for a hearing is filed with the health authority, by the permit holder within such five (5) day period. A permit may be suspended for cause pending its revocation or a hearing relative thereto.
- g. APPLICATION FOR PERMIT AFTER REVOCATION: Whenever revocation of a permit is final, the holder of the revoked permit may make written application for a new permit. Application shall be made on forms provided by the health authority.
- h. HEARING: The hearing provided for in this section shall be conducted by the health authority at a time and place designated by it. Based on the record of such hearing, the health authority shall make a finding and shall sustain, modify, or rescind any official notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder by the health authority.
- i. FOOD HANDLERS CLASS: The Regulatory Authority may order any food handler to immediately attend a food handler training course when, in

the judgment of the Regulatory Authority, the work habits of said food handler constitute a hazard to public health. Fees may be charged by the Regulatory Authority to offset the cost of the course.

j. FEES: Fees shall be charged by the Regulatory Authority for permits to recover a portion of the cost and resources for regulation, education and inspection for the food safety program. Fees for various categories of food service establishments may be established by the joint agreement of the Board of Health and the County Board. Fees shall be collected by the Montgomery County Health Department and deposited into the Health Department Fund. Persons requesting a permit shall pay an annual permit fee as follows:

1. For Profit Organizations

A. Permanent Food Service Establishments with Annual Permit

1) Category 1 Facilities (High Risk), as defined in the "Food Service Sanitation Code" \$100.00

2) Category 2 Facilities (Medium Risk), as defined in the Food Service Sanitation Code \$75.00

3) Category 3 Facilities (Low Risk), as defined in the Food Service Sanitation Code \$50.00

4) a) Seasonal Food Service Establishments open less than 180 days annually\$25.00

b) Temporary food service vendors, mobile units and functions including; homecoming, carnivals, civic gatherings and

other gatherings where food will be prepared and served to the public.

- 1. Issued prior to the day of the event... \$10.00
- 2. Issued day of the event (Non-Compliance Fee) \$50.00

2. Not-For-Profit Organizations

- A) Food Service Establishments operated by religious, voluntary, or not-for profit community service organizations operating 24 or more times per calendar year \$10.00
- B) Day care centers, schools \$10.00
- C) Temporary food service functions in direct association with religious, voluntary or non-profit community service organizations when there is a charge for food. \$10.00

3. Late Application Fees

All permitted food establishments or retail food stores who fail to renew the annual food permit prior to January 30th shall be assessed an additional late fee of:

- a) High risk category (1) late fee \$75.00
- b) Medium risk category (2) late fee \$50.00
- c) Low risk category (3) late fee \$25.00
- d) Seasonal open 180 days annually, late fee \$25.00
- e) Temporary food service vendors who fail to submit an application

for a temporary food permit within three working days prior to the
scheduled event shall be assessed a non-compliance fee.. \$50.00

4. Invalid and Revoked Permit Fees

a) Establishments conducting food service operations not within the
acceptable limits of the permit category assigned by the local health
authority in accordance with the Illinois Food Service Sanitation
Code, are therefore operating without a valid permit. Therefore,
the applicant shall make appropriate changes to operate within
the assigned permit category, and are subject to the
following fine\$200.00

b) If a permit is revoked by the health authority due to but not limited
to the following issues: non-compliance with terms or conditions of
the permit, an imminent health risk issue, food-borne illness,
repeated critical violations or other critical issues, Or if the facility is
requesting a change in permit status; then a new permit application
shall be completed and accompanied by the renewal fee for the
status change.

c) Temporary establishments, special events, organizations, and/or
persons serving food to the public without first obtaining a temporary
food permit from the local health authority shall be subject to a \$25
fee for each day of operation.

5. Terms of Permit and Fees

The annual permit term shall be January 1 through December 31

of each calendar year. All permits granted hereunder shall

expire on December 31 of the year issuance; except

a) temporary permits, which are valid for no longer than

fourteen (14) days.

b) and seasonal permits that shall expire 180 days after issuance.

2. INSPECTION OF FOOD ESTABLISHMENTS AND RETAIL FOOD STORES:

The health authority shall inspect each food service establishment and retail food store located in the County of Montgomery, State of Illinois, and shall make as many additional inspections and re-inspections as are necessary for the enforcement of this ordinance. The frequency of inspections shall be determined by the Local Health Protection Grant Rules (77 ILL. Adm. Code 615.310).

- a. ACCESS TO ESTABLISHMENTS: The health authority, after proper identification, shall be permitted to enter, at any reasonable time, any food service establishment, retail food store or tavern within the County of Montgomery, State of Illinois, for the purpose of making inspections to determine compliance with this ordinance. The inspector shall be permitted to examine the records of the establishment or store to obtain pertinent information pertaining to food and supplies purchased, received or used, and persons employed.

- b. INSPECTION RECORDS: Whenever the health authority makes an inspection of a food service establishment or retail food store, he shall record his findings on an inspection report form provided for this purpose and shall furnish a copy of such inspection report to the permit holder or operator.
- c. ISSUANCE OF NOTICE: When the health authority makes an inspection of a food service establishment or retail food store, and discovers that any of the requirements of SECTION 2 or SECTION 3 of this ordinance have been violated, it shall notify the permit holder or operator of such violations by means of an inspection form or other written notice. In such notification, the health authority shall:
- 1) Set forth the specific violation(s) found.
 - 2) Establish a specific and reasonable period of time for the correction of the violation(s) found.
 - 3) State that failure to comply with any notice issued in accordance with the provisions of this ordinance may result in immediate suspension of the permit.
 - 4) State that an opportunity for appeal from any notice or inspection findings will be provided if a written request for a hearing is filed with the health authority within the period of time established in the notice of correction.
- d. SERVICE OF NOTICE: Notice provided for under this section shall be deemed to have been properly served when a copy of the inspection report

form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent certified mail, return receipt requested. A copy of such notice shall be filed with the records of the health authority.

3. EXAMINATION AND CONDEMNATION OF FOOD: Food may be examined or sampled by the health authority as often as may be necessary to determine freedom from adulteration or misbranding. The health authority may, upon written notice to the permit holder or person in charge, place a hold order on any food when he determines, or has probable cause to believe to be unwholesome, or otherwise adulterated or misbranded. Under a hold order, food shall be permitted to be suitably stored. It shall be unlawful for any person to remove or alter a hold order notice tag placed on food by the health authority, and neither the containers thereof shall be relabeled, repacked, reprocessed, altered, disposed of, or destroyed without permission of the health authority, except on order by a court of competent jurisdiction. After the permit holder or person in charge has had a hearing as provided for in SECTION 3, Subsection 1 (g), and on the basis of evidence produced at such hearing, or on the basis of its examination in the event a written request for a hearing is not received, within ten (10) days, the health authority may vacate the hold order, direct the permit holder or person in charge, of the food which was placed under the hold order, to denature or destroy such food or bring it into compliance with the provisions of this ordinance, provided that such order of the health authority to denature or destroy such food or bring it into compliance

with the provisions of this ordinance shall be stayed if the order is appealed to a court of competent jurisdiction within three (3) days.

4. **FOOD SERVICE ESTABLISHMENTS OR RETAIL FOOD STORES OUTSIDE JURISDICTION OF THE HEALTH AUTHORITY:** Food from food service establishments or retail food stores outside the jurisdiction of the health authority of the County of Montgomery, State of Illinois, may be sold within said County, if such food service establishment or retail food store conforms to the provisions of this ordinance or to substantially equivalent provisions. To determine the extent of compliance with such provisions, the health authority may accept reports from responsible authorities in other jurisdictions where such food service establishments or retail food stores are located.
5. **PLAN REVIEW OF FUTURE CONSTRUCTION & RE-OPENING EXISTING FACILITIES:** When a food service establishment or retail food store is hereafter constructed or extensively remodeled, or when an existing structure is converted for use as a food service establishment or retail food store, properly prepared plans and specifications for such construction, remodeling, or alterations, showing layout, arrangement, and construction materials of work areas, and the location, size, and type of fixed equipment and facilities, shall be submitted to the health authority for approval before such work begins and shall receive a preoperational inspection.

When a facility has closed for more than 30 days because of ownership transfer or other reasons, then a pre-opening inspection, plumbing inspection by the state plumbing inspector shall be conducted. Any violations documented by these inspections shall be corrected to bring the facility into compliance

with the "Illinois Food Service Sanitation Code".

6. PROCEDURE WHEN INFECTION IS SUSPECTED: When the health authority has reasonable cause to suspect the possibility of disease transmission from any food service establishment or retail food store employee, the health authority shall secure a morbidity history of the suspected employee, or make such other investigations as may be indicated, and take appropriate action. The health authority may require any or all of the following:
- a. The immediate exclusion of the employee(s) from all food service establishments or retail food stores.
 - b. The immediate closure of the food service establishment or retail food store concerned until, in the opinion of the health authority, no further danger of disease outbreaks or infection exists.
 - c. Restriction of the employee's services to some area of the establishment or store where there would be no danger of transmitting disease.
 - d. Adequate medical and laboratory examination of employee(s), of other employees, and of his, her or their bodily discharges for evidence of being free of said disease or infection(s). This includes (but not limited to): stool specimens, urine samples and blood work. Employee(s) must obtain clearance from their physician before being allowed to return to work in a food handling, preparation or customer service area of the establishment. A physician's written statement shall state the employee is free of disease or

infection and allowed to return to work in the food handling, preparation or service area of the establishment.

7. ENFORCEMENT INTERPRETATION – FOOD SERVICE ESTABLISHMENTS:

This ordinance shall be enforced by the health authority in accordance with the current Illinois Department of Public Health, Food Service Sanitation Code, as amended.

8. ENFORCEMENT INTERPRETATION – RETAIL FOOD STORES: This

ordinance shall be enforced by the health authority in accordance with the current Illinois Department of Public Health, Retail Food Store Sanitation Code, as amended.

9. PENALTIES: Any person who shall violate any of the provisions of this ordinance shall be guilty of a Class B misdemeanor and , upon conviction thereof, shall be punishable by a fine not to exceed \$500.00, or imprisonment of not to exceed six (6) months, as may be deemed necessary. In addition thereto, such persons may be enjoined from continuing such violations. Each day upon which such a violation occurs shall constitute a separate violation.

10. REPEAL AND DATE OF EFFECT: This ordinance repeals the 1979 Food Service Sanitation Ordinance for the Montgomery County Health Department, and shall be in full force and in effect immediately after its adoption and publication as provided by law; and, at that time, all ordinances in conflict with this ordinance are hereby repealed.

11. CONFLICT OF ORDINANCE, EFFECT ON PARTIAL INVALIDITY:

- a. In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or law or code of Montgomery County existing on the effective date of this ordinance, the provision which, in the judgment of the health authority, establishes the higher standard for promotion of the health and safety of the people shall prevail. In any case, where a provision of this ordinance is found to be in conflict with a provision of any other ordinance or code of Montgomery County existing on the effective date of this ordinance which establishes a lower standard for the promotion and protection of the health and safety of the people, the provision of this ordinance shall prevail, and such other ordinance or codes are hereby declared to be repealed to the extent that they may be found in conflict with this ordinance.
- b. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance which shall remain in full force and effect and, to this end, the provisions of this ordinance are hereby declared to be severable.

**Private
Sewage Disposal System
Ordinance #05-14**

Effective 8/9/05

MONTGOMERY COUNTY, ILLINOIS

F I L E D
AUG 09 2005

Andrea Lutherssen COUNTY
CLERK

MONTGOMERY COUNTY RESOLUTION 05 - 14

PRIVATE SEWAGE DISPOSAL SYSTEM ORDINANCE
MONTGOMERY COUNTY, ILLINOIS

This Ordinance rescinds the 1975 Montgomery County Private Sewage Disposal System Ordinance.

An ordinance regulating private sewage disposal systems, the construction and/or reconstruction of such systems within the limits of Montgomery County, Illinois.

Pursuant to the powers granted to the Montgomery County Board by the Statutes of the State of Illinois in such case made and provided therefore, and WHEREAS, the improper disposal of sewage is a menace to the public health: THEREFORE, BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the following rules and regulations are hereby made and adopted.

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

ADOPTED 8/9, 2005

EFFECTIVE 8/9, 2005

APPROVED Mike A. Hansen
Chairman

ATTEST Sandy Luthersen
County Clerk

PRIVATE SEWAGE DISPOSAL SYSTEM ORDINANCE
MONTGOMERY COUNTY, ILLINOIS

ARTICLE I DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Ordinance

- Section A AUTHORIZED REPRESENTATIVE shall mean the legally designated Administrator or the Acting Administrator of the Montgomery County Health Department and Shall include those persons designated by the Administrator or Acting Administrator to enforce the provisions of this Ordinance.
- Section B BEDROOM shall mean any room within the building that is used for sleeping purposes or could be converted into a room used for sleeping purposes, such as a den or sewing room.
- Section C BOARD OF HEALTH shall mean the Montgomery County Board of Health or its Authorized Representative(s).
- Section D DOMESTIC SEWAGE means waste water derived principally from dwellings, business or office buildings, institutions, food service establishments and similar facilities.
- Section E HEALTH AUTHORITY shall mean the person or persons who have been designated by the Board of Health to administer the affairs of the Health Department.
- Section F HEALTH DEPARTMENT shall mean the Montgomery County Health Department, an agency of the Montgomery County Board of Health.
- Section G HOMEOWNER means a person who holds legal title to a residential structure which is to be used or is used for his personal, single family residence.
- Section H HOMEOWNER INSTALLED SYSTEM means a private sewage disposal system installed by a homeowner for his personal, single family residence.
- Section I HUMAN WASTES means undigested food and by-products of metabolism which are passed out of the human body.

- ARTICLE I DEFINITIONS - cont'd
- Section J LICENSED INSTALLER means an Illinois Licensed Private Sewage Disposal System Installation Contractor.
- Section K PERMIT shall mean a written permit issued by the Board of Health or its Authorized Representative permitting the construction of an individual private sewage disposal system under this Ordinance.
- Section L PERSON (S) means an individual, group of individuals, association, trust partnership, corporation, person(s) doing business under an assumed name, the State of Illinois, or any Department thereof, or any other entity.
- Section M PRIVATE SEWAGE DISPOSAL SYSTEM means any sewage handling or treatment facility receiving domestic sewage from less than fifteen (15) people or population equivalents and having a ground surface discharge or any sewage handling or treatment facility receiving domestic sewage and having no ground surface discharge.
- Section N PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR means any person constructing, repairing, installing, modifying or maintaining private sewage disposal systems.
- Section O PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR means any person who cleans or pumps waste from a private sewage disposal system or hauls or disposes of wastes removed therefrom.
- Section P PROPERTY OWNER means the person in whose name legal title to the real estate is recorded.
- Section Q SEWAGE SYSTEM means private sewage disposal system.
- Section R SEWAGE TREATMENT OR DISPOSAL SYSTEM means private sewage disposal system.
- Section S WASTE means either human waste or domestic sewage or both.

ARTICLE II ADOPTION BY REFERENCE

Section A In addition to those provisions set forth, this Ordinance shall be interpreted and enforced in accordance with provisions set forth in the unabridged form, State of Illinois, Department of Public Health, "Private Sewage Disposal Licensing Act and Code", current edition, any subsequent amendments or revisions thereto, three (3) certified copies of which shall be on file in the office of the Montgomery County Clerk.

ARTICLE III PERMITS

Section A It shall be unlawful for any person to construct, alter or extend individual private sewage disposal systems within Montgomery County unless he holds a valid permit issued by the Health Department stating the name of such person for which the specific construction, alteration or extension is proposed. Said permit shall indicate a maximum permissible waste loading.

Section B All sewage treatment or disposal systems to be installed in Montgomery County must be of a design and location that is approved by the Montgomery County Health Department and within compliance of the Illinois Private Sewage Disposal Licensing Act and Code, as amended; and appropriate sections of the Illinois Revised Statutes, Chapter 111½, as amended.

Section C Lots which cannot reasonably be served by a public sanitary sewer system shall have a minimum width of one hundred (100) feet, measured at the building line, and a minimum area of twenty thousand (20,000) square feet. Where topography, timber, buried objects or other obstructions interfere with the installation of the private sewage disposal system, additional lot size will be required. The Health Authority may refuse to issue a permit where lot size has not been increased to accommodate said system.

Section D Application for installation of a new ~~septic tank and disposal system~~ private sewage disposal system; or reconstruction of an existing private sewage disposal system, must be completed and signed in ink before submittal to the Montgomery County Health Department for evaluation and subsequent approval or disapproval. Authorized Health Department personnel are available to assist in the preparation of applications upon request, by appointment only.

ARTICLE III PERMITS – cont'd

- Section E An approved copy of the application must be received by the homeowner and licensed installer before work begins. Said approved application shall be the permit to begin construction of said private sewage system.
- Section F All applications for permit granted under the provisions of this Ordinance shall be made to the Board of Health or its duly Authorized Representative. Sufficient data shall be included to allow review and to determine whether the proposed application for permit meets the requirements of this Ordinance.
- Section G A permit shall only be issued to an Illinois Licensed Private Sewage Disposal System Installation Contractor or a homeowner installing his own private sewage disposal system.
- Section H Complete plans of the proposed disposal facility, with substantiating data, if necessary, attesting to its compliance with minimum standards of this Ordinance is required.
- Section I Other information may be required by the Health Authority to substantiate that the proposed construction, alteration or extension complies with minimum standards of this Ordinance.
- Section J Before an application for a permit ~~can be received~~ is reviewed by the Montgomery County Health Department, evaluation of the soil conditions must be made and submitted with the application. The absorption capacity of the soil shall be determined in accordance with applicable Sections of the Illinois Private Sewage Disposal Licensing Act and Code, current edition, as amended or revised.
- Section K A completed and signed application must be submitted to the Montgomery County Health Department for a permit. The application shall be on forms provided by the Health Department and shall contain the following:
1. Owner's name, mailing address and telephone number.
 2. Legal description of property, road coordinate numbers and Township.
 3. Legal address (post office address) of proposed installation, if different from owner's present mailing address.
 4. Size and area of lot (s) or building site.

ARTICLE III

PERMITS – cont'd

Section K

5. In all residential buildings, the number of bedrooms, water closets, lavatories, bathtubs, showers, washing machines, garbage disposals and all other plumbing fixtures requiring water.
6. In all buildings other than residential, the number of water closets, urinals, lavatories, sinks, showers and other fixtures or processes which require water.
7. A description including size of each unit of the proposed sewage treatment or disposal system.
8. The proposed Private Sewage Disposal System Installation Contractor's name, mailing address, telephone number and his license number.
9. Signature of homeowner and licensed contractor with date of signing.
10. Percolation rate or soil survey information as outlined in the Illinois Private Sewage Licensing Act and Code, date of test and name of person conducting tests. Percolation test results will be recorded on forms provided by the Health Department for that purpose.
11. A drawing showing the actual location of all pertinent data such as water well or wells, all buildings on property and adjacent property. Proposed location of the sewage system and complete layout of the sewage system, all driveways or other paved areas and other situations which could effect the operation or maintenance of the sewage treatment or disposal system.

Section L

Any change from the permit drawing as approved must be discussed with Authorized Personnel of the Health Department before such changes are made and excavation has begun.

Section M

If the sewage disposal installation is to be installed in a manner different than that shown on the permit that was approved, then a new application showing the proposed installation must be submitted to the Montgomery County Health Department for approval before installation or construction takes place.

ARTICLE III PERMITS – cont'd

- Section N The Board of Health or its Authorized Representative may refuse to grant a permit for construction of a private sewage disposal system where public or community sewage systems are available. A sewer shall be deemed available when a public sewer line is in place within any street, alley, right-of-way or easement that adjoins or abuts the premises for which the permit is requested, or when the improvement to be served is located within a reasonable distance of a public sewer to which a connection is practical and is permitted by the controlling authority for the sewer. A reasonable distance for the purpose of this provision shall be deemed to be not greater than two hundred (200) feet for a single family residence. Commercial establishments and multi-family dwellings with a load equivalent corresponding to or above fifteen (15) people equivalent units must conform to EPA requirements if a surface discharge is proposed.
- Section O An Environmental Protection Agency permit must be obtained for the installation of a sewage treatment device to serve fifteen (15) or more persons or criteria as outlined in the Illinois Public Health and Illinois Environmental Protection Agency Laws when a surface discharging system is proposed. If IEPA waives permit requirements under their laws and regulations, a letter from IEPA so stating said waiver must be forwarded to the Montgomery County Health Department before the latter will implement the County Private Sewage Disposal Ordinance or act on said application for installation permit.
- Section P Where approved ground surface discharge systems are allowed to be installed, discharging onto adjacent property not owned by applicant, a written easement will be required before a permit will be issued.
- Section Q The Health Authority shall act on all application within fifteen (15) days of receipt, provided that all information required has been entered in its appropriate place and all information is correct. Applications not completed properly and needing additional information may require additional time.
- Section R Said Permit to construct a Private Sewage Disposal System is valid for one (1) year from the date of issuance. If construction has not started within this one (1) year period, the permit will be in validated. A new permit will be required if installation is contemplated after said permit is invalidated.

ARTICLE III PERMITS – cont'd

Section S Authorized Health Department personnel are available for office consultation and field evaluations by appointment between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

Section T It shall be the responsibility of the Illinois Licensed Private Sewage Disposal System Contractor to ensure that a Private Sewage Disposal System Permit has been issued and to follow the conditions of said permit. Failure of the licensed installer to ensure said permit has been issued or to violate the conditions of said permit shall constitute a violation of this Ordinance and penalty action may be taken, punishable under provisions of a Class B misdemeanor.

Section U No permit will be issued on a private sewage disposal system installed without a permit. Said Ordinance shall have been violated and penalty action may be taken against the installer and the property owner.

Section V A standard permit application fee of \$50 shall accompany the completed permit application.

Section W Any permit application and/or installation violations, or failure to provide proper notification of an installation, are subject to a \$50.00 fine for each act of violation; including but not limited to 48 hour notification prior to installation and/or covering an installed septic system without final inspection, and obtaining an approved permit prior to installation. This fee does not apply to technical violations of an installation, which are subject to violations of the "Private Sewage Disposal Code".

ARTICLE IV COMPLIANCE AND PERFORMANCE

Section A All private sewage disposal systems within the limits of Montgomery County shall be INSTALLED, modified or serviced by and Illinois Licensed Private Sewage Disposal System Installation Contractor, and all such systems shall be PUMPED, cleaned and the contents disposed of by an Illinois Licensed Private Sewage Disposal System Pumping Contractor; provided, however, that a homeowner may install and/or service a private sewage disposal system which serves his own personal family residence.

Section B All private sewage disposal systems shall be INSTALLED, modified, serviced, PUMPED and the contents disposed of in accordance with the Illinois Private Sewage Disposal Licensing Act and Code, current edition, and any subsequent amendments or revisions thereto.

Section C Surface Discharge from a private sewage disposal system shall not leave the property the system serves, unless discharged to a public road ditch under granted permission and the requirements of the Illinois Department of Transportation, Environmental Protection Agency and the Montgomery County Health Department.

Section D To reduce and/or eliminate surface discharges, sites conducive to subsurface seepage according to site characteristics and soil evaluation, are required to install a subsurface disposal system.

Section E Surface discharging systems may be used when subsurface disposal systems are not feasible for the site. *Subsurface treatment feasibility is determined from the soil evaluation, site topography and limiting layer set forth in the "Illinois Private Sewage Code"* However, surface discharging systems shall require one or more of the following supplemental treatments to be determined by the health authority according to the site characteristics, surrounding environment, surrounding population and other pertinent factors.

Supplemental treatment shall include the following:

1) *Subsurface seepage, evaporation trench and/or other approved sewage disposal treatment techniques. The size may be reduced to not less than 2/3 of that required according to the Illinois Private Sewage Disposal Code Section 905.100 c).*

2) *Private sewage disposal systems, which incorporate a surface discharge, shall provide an extended service agreement with a licensed installer to provide semi-annual inspections and required maintenance as specified by the manufacture of the unit and/or to ensure compliance with the Illinois Private Sewage Disposal Code.*

Section A Private Sewage Disposal System must be installed and laterals covered with rock and straw or hay as required in the Illinois Private Sewage Disposal Licensing Act and Code. No part of the sewer line from the building to the septic tank, the septic tank, buried sand filter or other approved secondary treatment component shall be covered with earth before a final inspection (s) is made and approved.

Section B Arrangements must be made for the Montgomery County Health Department personnel to enter onto said property at the time of inspection (s).

Section C Before any portion of the private sewage disposal system is covered and/or placed in operation, an inspection and final approval must first be obtained from the Montgomery County Health Department.

Section D The Health Department shall be allowed to inspect or investigate the installation of a private sewage disposal system whenever it is deemed necessary. If, in the opinion of the Health Department, the construction should cease due to violations of the Illinois Private Sewage Disposal Licensing Act and Code, the Montgomery County Private Sewage Disposal Ordinance, it is authorized to order the construction to cease. Resumption of construction shall not take place until written approval is received from the Health Authority.

Section E Final Inspection must be requested at least two (2) days in advance of the date of the sewage system installation.

Section F Requests for Final Inspection can be made any time between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

ARTICLE VI ENFORCEMENT

Section A Homeowners having private sewage systems constructed prior to the effective date of this Ordinance shall comply with all provisions of this Ordinance and the Illinois Private Sewage Disposal Licensing Act and Code, when deemed necessary by the Health Authority, when a health hazard and/or nuisance exists due to a septic tank or disposal system malfunction allowing illegal surface discharge or ponding.

ARTICLE VI ENFORCEMENT – cont'd

- Section B Whenever the Health Authority determines that a violation of any provision of this Ordinance has occurred, the Health Authority shall give notice to the person (s) responsible for such violation. The notice shall:
1. Be in writing
 2. Include a statement of the reason for issuance of said notice.
 3. Allow reasonable time as determined by the Health Department for performance of any act is required.
 4. Be served upon the person (s) responsible for the violation (s), provided that such notice shall have been properly served upon the person (s) responsible for the violation (s) when a copy thereof has been sent by certified mail to his last known address as furnished to the Health Department or when he has been served with such notice by any other method authorized by laws of this State.
 5. Contain an outline of remedial action which is required to effect compliance with this Ordinance.
 6. Issue a \$50.00 fine for each separate violation to the "Illinois Private Sewage Disposal Licensing Act and Code" and/or this ordinance.
- Section C The Board of Health or its Authorized Representatives is hereby authorized to make such inspections as are necessary to determine satisfactory compliance with this Ordinance.
- Section D It shall be the duty of the owner or occupant of a property to give the Board of Health or its Authorized Representative free access to the property at the reasonable times for the purpose of making such inspections as are necessary to determine compliance with the requirements of this Ordinance. Refusal to allow entry onto the property will be grounds to void said permit, at which time penalty action will be taken.
- Section E An individual private sewage disposal system which has been installed by a homeowner for his personal residence shall not be covered or placed into operation until said installation shall have had a final inspection and written approval of said system shall have been issued by the Health Department.
- Section F The Authorized Representative may make inspections during the course of the construction of any private sewage disposal system to ensure compliance with this Ordinance.

ARTICLE VI ENFORCEMENT – cont'd

Section G If any homeowner who installs his own private sewage disposal system shall have backfilled any portion of said systems with earth, which will prevent the same from being readily viewed to determine if said system meets all requirements of this Ordinance before receipt of written approval by the Health Department, said Health Department may give fifteen (15) days notice in writing to such homeowner so violating the provision (s) of the Ordinance to uncover such backfilled or covered portion of said system.

Section H If, at the end of such fifteen (15) days, the homeowner shall not have uncovered the individual private sewage disposal system and inspection conducted thereof with subsequent approval of said system, the permit is automatically invalidated and penalty action may be taken.

ARTICLE VII HEARINGS

Section A Hearings before the Health Authority:

Any person affected by an order or notice issued by the Health Department in connection with the enforcement of any Section of this Ordinance may file in the office of the Health Department a written request for a Hearing before the Health Authority. The Health Authority shall hold a Hearing at a time and place designated by said agency within thirty (30) days from the date on which the written request was filed. The petitioner for the Hearing is to be notified of the time and place of the Hearing not less than five (5) days prior to the date on which the Hearing is to be held. If, as a result of the Hearing, the Health Authority finds that strict compliance with the order, or notice, would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by varying or withdrawing the order or notice, the Health Authority may modify or withdraw the order or notice and as a condition for such action may, where he deems it necessary, make requirements which are additional to those prescribed in this Ordinance for the purpose of properly protecting the public health. The Health Authority shall render a decision within ten (10) days after the date of the Hearing which shall be reduced to writing and placed on file in the office of the Health Department as a matter of public record. Any person aggrieved by the decision of the Health Authority may seek relief therefrom through a Hearing before the Board of Health.

ARTICLE VIII PENALTY

Section A Any person who violates any provision of this Ordinance shall be guilty of a Class B misdemeanor.

Section B Each day's violation constitutes a separate offense. The State's Attorney of Montgomery County shall bring such action in the name of the People of the State of Illinois or may bring action for an injunction to restrain such violation or to enjoin the operation of any such establishment causing such violation.

ARTICLE IX CONFLICT OF ORDINANCE, EFFECT ON PARTIAL INVALIDITY

Section A In any case where a provision of this Ordinance is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of Montgomery County existing on the effective date of this Ordinance, the provision which, in the judgment of the Health Authority establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance or code of Montgomery County existing on the effective date of this Ordinance which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this Ordinance shall be deemed to prevail and such other ordinance or codes are hereby declared to be repealed to the extent that they may be found in conflict with this Ordinance.

Section B If any section, sub-section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall remain in full force and effect and, to this end, the provisions of this Ordinance are hereby declared to be severable.

ARTICLE X EFFECTIVE DATE

Section A This Ordinance shall become effective after the 9th day of Aug, 2005

Engagement Agreement – Bill Audit

This agreement is entered into this 13th day of Sept., 2005, by and between OnPoint, LLC, St. Louis Missouri ("OnPoint") and Montgomery County, IL, PO Box 596, Hillsboro, IL 62049, ("MCIL.").

Whereas, OnPoint is a consulting company specializing in telecommunications issues, including, without limitation, bill auditing, contract negotiation; account management, and;

Whereas, MCIL desires to retain the services of OnPoint pursuant to the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants and obligations described below, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. **Services.** MCIL hereby retains OnPoint for the following services:

- (a) Consultation with MCIL regarding, identification of all existing telecommunications billing and ensure that bills are correct. OnPoint will analyze contracts and billings; make refund claims as necessary and make recommendations on better options if applicable.

2. **Fees and Expenses.** In consideration of the services rendered, MCIL will pay to OnPoint the following fees and expenses:

- (a) For the services set forth in paragraph 1(a), above, 50% of **savings realized** by findings and recommendations made by OnPoint for a twelve (12) month period beginning the first billing cycle changes occur and 25% of any credit or refund. *These percentages are based on the average billing of each provider for the previous three billing cycles.*
- (b) Invoices for payment of fees and expenses shall be clearly stated and itemized by OnPoint. Invoices are due within 15 days of the date thereof.

3. **Termination of Contract**

MCIL may terminate this Agreement at any time for convenience or for cause, upon thirty (30) days written notice to OnPoint. Upon receipt of such notice

OnPoint shall immediately discontinue all services and work in connection with the performance of this Agreement.

OnPoint, upon termination, shall be paid for all services rendered through the date of the termination, together with additional expense and reimbursable expenses then due.

4. Ownership of Documents

All completed or partially completed reports, letters, notices, etc. prepared under this Agreement, shall become the property of MCIL if the Agreement is terminated.

5. Independent Contractor

OnPoint covenants and agrees that it will perform the work hereunder as an independent contractor, and not as an officer, agent, servant, or employee of Montgomery County, Illinois; that OnPoint shall have the exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants and nothing herein shall be construed as creating a partnership or joint enterprise between MCIL and OnPoint.

6. Indemnification

MCIL SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ONPOINT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER, BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS CAUSED BY ANY OMISSION OR NEGLIGENT ACT OF MONTGOMERY COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE, WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND MCIL WILL, AT ITS SOLE COST AND EXPENSE, DEFEND, PAY ON BEHALF OF, AND PROTECT ONPOINT AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

ONPOINT SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS MONTGOMERY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER, BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS CAUSED BY ANY OMISSION OR NEGLIGENT ACT OF ONPOINT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE, WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND ONPOINT WILL, AT ITS SOLE

COST AND EXPENSE, DEFEND, PAY ON BEHALF OF, AND PROTECT MCIL AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

7. Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

8. Successors and Assigns

MCIL and OnPoint each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither MCIL nor OnPoint shall assign or transfer its interest in this Agreement without prior written consent of the other.

9. Severability

In the event that any portion of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable. All provisions, which are void or unenforceable, shall not substantially affect the rights or obligations granted to or undertaken by either party.

10. Venue Law

Venue of any suit or cause of action under Agreement shall lie exclusively in the Circuit Court of Montgomery County Illinois. This Agreement shall be construed in accordance with the laws of the State of Illinois.

THIS AGREEMENT is executed as of the date first written above.

J. BART LOVETT
OnPoint L.L.C.

by: [Signature]

Mike A. Hawley, County Board
Montgomery County, Illinois Chairman

by: Sandy Leitheuser, County Clerk

Montgomery County IllinoisCERTIFIED OFFICIAL RESOLUTIONDate Enacted: 9/13/05Resolution No. 05-15

RESOLVED, that the Montgomery County Board (hereafter "Board") hereby takes the following actions:

1. The "Board" agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United States Government under the provisions of the Help America Vote Act ("HAVA") for the purchase of new accessible voting equipment certified by the State Board of Elections and in compliance with HAVA requirements.

2. The "Board" agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of equipment to be purchased, providing full information about payment amounts and other cost information for such equipment, and upon receipt of such HAVA funds, the "Board" agrees to forward payment to its vendor no later than 30 days following receipt of assistance payment from the State Board of Elections or by the due date of the contract, whichever is earlier, as required by federal cash management statutes. The "Board" agrees to forward a copy of the check paid to the vendor and a copy of a paid invoice from the vendor to the SBE within 30 days of paying its vendor .

The "Board" agrees to take such action as necessary to be certain that the new voting equipment is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (a)(3) (Attachment B) by January 1, 2006 (Attachment B).

4. The "Board" understands and agrees that equipment purchased by the said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the "Board."

5. The "Board" further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the "Board" and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.

6. The "Board" agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Federal Election Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to this "Board" in the event the "Board" is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. Indemnification shall include but not be limited to attorney's fees, fines, penalties, and other associated costs of litigation. The "Board" specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against this "Board", this "Board" agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

7. The "Board" authorizes Sandy Leitheiser, County Clerk, to act as the agent for the "Board" in preparing and executing all applications and other documents required by the State Board of Elections for the purchase of HAVA approved and SBE certified accessible voting equipment, and the "Board" authorizes her to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not limited to the

indemnities provided in this Resolution. She is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of this "Board."

The vote was:

AYES 20

NAYS 0

ABSENT 1

APPROVED BY:

Mike A. Havens

Chairman

9-13-05

Date

ATTESTED BY:

Judy Seal

Secretary

9/13/05

Date

(Place Official Seal here)

Attachment A**SEC. 906. NO EFFECT ON OTHER LAWS.**

(a) In General.--Except as specifically provided in section 303(b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

(1) The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).

(2) The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).

(3) The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).

(4) The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).

(5) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

(6) The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act.--The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

ATTACHMENT B**SEC. 301. VOTING SYSTEMS STANDARDS.**

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective

date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

RESOLUTION 05- 16

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled 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

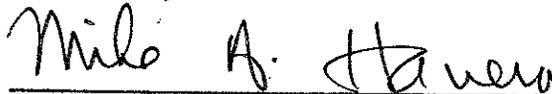
WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2006 is the sum of \$120,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) 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 \$120,000.00, 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 13th day of September, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 17

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Hillsboro Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

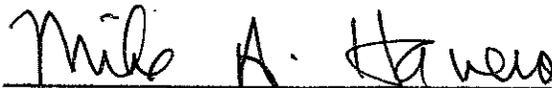
WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2006 is the sum of \$150,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$150,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 13th day of September, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 18

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled 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

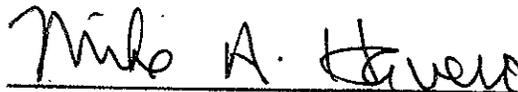
WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2006 is the sum of \$78,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Seventy-eight Thousand Dollars and No Cents (\$78,000.00) 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 \$78,000.00, 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 13th day of September, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 19

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled 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

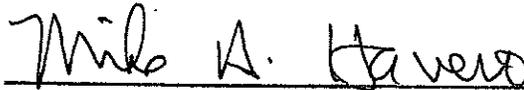
WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2006 is the sum of \$33,360.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Thirty-three Thousand, Three Hundred Sixty Dollars and No Cents (\$33,360.00) 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 \$33,360.00, 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 13th day of September, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 20

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled 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

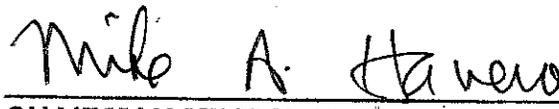
WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2006 is the sum of \$58,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Fifty-eight Thousand Dollars and No Cents (\$58,000.00) for the following purposes:

Equipment, Materials, and Services.

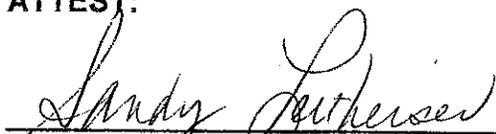
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$58,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 13th day of September, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

STATE of ILLINOIS)

ORDINANCE PROVIDING FOR ANIMAL CONTROL IN MONTGOMERY COUNTY, ILLINOIS

) SS

COUNTY of MONTGOMERY)

NO. 05-21

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

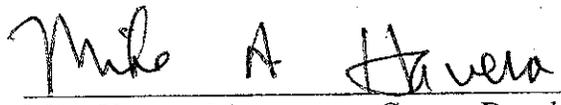
WHEREAS, Illinois Compiled Statutes, Chapter 510, Para, 5/1 et seq. required the County to effectuate a program for stray animal control and rabies prevention and through Public Act 094-0639 the spaying, neutering and sterilization of dogs and cats; and

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:

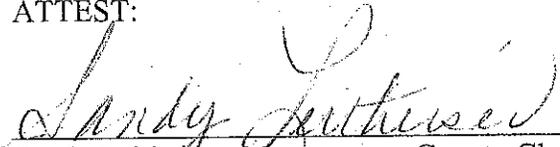
1. That provisions of the Animal Control Act set forth in Chapter 510, Section 5/1 et seq. of the 1992 Illinois Compiled Statutes as now exists or as may be amended from time to time hereafter are hereby adopted by the Montgomery County Board and incorporated herein by reference thereto.

Approved and Adopted this 11th, Day of October, 2005.



 Mike Havera, Montgomery County Board Chairman

ATTEST:



 Sandy Leithiser, Montgomery County Clerk & Recorder

Montgomery County Board

Holiday Schedule for Year 2006

January 2, 2006	New Year's Day (Obsv.d)	Monday
January 16, 2006	Martin Luther King Day	Monday
February 20, 2006	President's Day	Monday
April 14, 2006	Good Friday	Friday
May 29, 2006	Memorial Day	Monday
July 4, 2006	Independence Day	Tuesday
September 4, 2006	Labor Day	Monday
October 9, 2006	Columbus Day (Obsv.d)	Monday
November 7, 2006	Election Day	Tuesday
November 10, 2006	Veteran's (Obsv.d)	Friday
November 23, 2006	Thanksgiving Day	Thursday
November 24, 2006	Day after Thanksgiving	Friday
December 25, 2006	Christmas Day	Monday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

October 11, 2006

Mike A. Havera

Chairman, Mike Havera

10-11-05

Date

Sandy Leitheiser

County Clerk, Sandy Leitheiser

10-11-05

Date

November 8, 2005

Gentlemen of the Montgomery County Board

My name is Catherine (Attebery) Edmiston, and I am a Montgomery County land owner. I grew up south of Hillsboro, my roots are here. I asked for five minutes of your time to present some important information that will affect Montgomery County in years to come.

Because I am a retired teacher, and own a computer, and am able to have time to research, I've learned a great deal. I learned about the different soils in the county, and how they may be affected by longwall mining. Shoal Creek bottomland soils and some upland soils can produce prime crops, even in a year of drought. With the help of David Loucks and the Good Lord, one of my fields produced 203 bushels of corn to the acre in a drought year.

I learned about acute water problems caused by longwall mining and how loss of flow is common, and permanent loss in some cases. The lack of premining data on springs and small streams, and lack of long-term monitoring in areas where mining has occurred is a problem. Three thousand miles of waterways in Southwestern Pennsylvania have been disrupted, and entire watersheds have been destroyed by longwall mining! The Water Survey told of aquifers in Montgomery Co. that supply small towns with water. These can be destroyed by longwall mining. Water needed for homes, and livestock operations cannot be replenished in large enough amounts to be practical for farming operations. Creeks can be contaminated by coal mining operations. An Ohio farmer told me what a terrible loss it was to them when their water was taken by longwall mining! Entire rivers have been drained in Australia by longwall mining.

We only have so much fresh water in the United States Are we going to conserve it for future generations, or are we going to recklessly destroy it for a few tons of coal? "Crabtree Branch" which supplies five farms with water, and used to power the historic old "Pepper Mill" that ground grain for our forefathers is still running strong, but will it be sacrificed?

The Ohio farmer told of subsidence cracks that were a hazard to humans and animals. Methane gas seeps up from these cracks, and caused an accident when it affected a motor, and a farmer was injured. Fences have to be built to protect animals, as some of these cracks can be quite deep.

The town of Hillsboro isn't the only place in Montgomery County with Historic houses. I have a list of 75 Centennial Farms with Hillsboro, Litchfield, Irving, Coffeen addresses in Southern Montgomery County, that have been registered with Montgomery County Centennial Farms Program, Dept. of Agriculture, Springfield. Farms have houses and barns that can be included on National Register of Historic Places Both of my grandparents homes are well kept up and owned by my sister and cousin.

Coal rights were not sold under original cemeteries, one room country schoolhouses, and country churches. The ruthless coal companies even took it to court in Washington, D.C. to get permission to mine under cemeteries, in 2003, which is unbelievable, but they did! However, the Illinois State Statutes of 2004 state that mining cannot come within 100 feet of cemeteries or 300 feet of an occupied dwelling. Can you imagine bringing veterans from overseas back to Hillsboro to bury in a country cemetery, and then cause manmade earthquake damage to that grave, and risk flooding damage, by longwall mining???

There are many cases of injuries, illnesses and stress caused by doing all this damage to land owned by rural residents. This land south of Hillsboro has supported generations of families...it is their business! They hoped to leave farmland to descendants, and their farms are their retirement account, but longwall mining may take that from them! Timber will be damaged, habitat for wildlife, endangered species of plants, Indian artifacts.....Montgomery County may be changed drastically by this form of mining.

But the most surprising thing I learned was found, when my cousin, Clarence Loucks, wondered if dropping the earth with this mining, registered on the Richter scale. I started re-searching Mining and Earthquakes on the Internet, and found that indeed mining has caused earthquakes. Seismologists in Utah, and Wyoming have recently published studies of mining causing quakes. There was one item in the news about a South African mine causing a quake on March 9 of this year where 2400 miners were evacuated and 13 were injured. I have maps showing fault lines in Illinois, and one map sent by Prof. John McBride of Brigham Young Univ. Utah shows three epicenters in Montgomery County and many more in Southern Illinois. We are within 250 miles of the New Madrid Seismic Region in Missouri. The studies in Utah were done because longwall mines were planned near a dam. It was shown that seismic waves caused a rockfall 31 miles from the mine. We have several lakes in Montgomery County very close to where longwall mining is planned, as well as farm ponds with dams. Environmentalist Jane Johnson, Gilson is helping me with this research. She said several years ago, when they were considering a nuclear waste dump in Illinois, it was decided it shouldn't go south of I-80 because of the New Madrid Seismic Region in Missouri.

Now, we are planning to do all this mining right down there next to the fault lines. How wise is this? The Litchfield paper on June 22 told of an earthquake on June 21 with an epicenter in Kentucky that shook southern Illinois. Was that caused by mining?

A lawyer informs me that Montgomery County is still the legal owner of our coal rights. Holt Coal Company just has the option. Montgomery County Board members should think long and hard about the billions of dollars damage that will be done to our county with longwall mining, and also consider that they are representing ALL the people in Montgomery Co, not just a few.

Perhaps they should be considering getting those rights back to the people, whose land, homes and businesses are going to have destructive damages.

Thank you for your attention.

Catherine Edmiston

RESOLUTION NO. 05-23

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 # 13-000-530-00

as described in Certificate No. 256 sold October 31, 1994.

WHEREAS, a public auction was held March 30, 2005, 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 8th day of November, 2005.



CHAIRMAN

ATTEST:



Clerk of the Board

Permanent Index No.: 13-000-530-00

**ATTACHMENT
LEGAL DESCRIPTION**

All of Lot Nine (9) and the southeasterly 18 feet of Lot Eight (8) in Block Nine (9) of the Original Town, now Village, of Raymond, Illinois, more particularly described as follows: Beginning at the intersection of the northerly line of Highway #48 (O'Bannon Street) and the easterly line of Broad Street; thence Northwesterly along the easterly line of Broad Street 68 feet to a point; thence Northeasterly, parallel with the northerly line of Highway #48 (O'Bannon Street) 134 feet to the westerly line of an alley; thence Southeasterly along the westerly line of said alley 68 feet to the northerly line of Highway #48 (O'Bannon Street); thence Southwesterly along the northerly line of Highway #48 (O'Bannon Street) 134 feet to the point of beginning, situated in the Village of Raymond, Montgomery County, Illinois

Permanent Index No.: 13-000-530-00

**ATTACHMENT
LEGAL DESCRIPTION**

All of Lot Nine (9) and the southeasterly 18 feet of Lot Eight (8) in Block Nine (9) of the Original Town, now Village, of Raymond, Illinois, more particularly described as follows: Beginning at the intersection of the northerly line of Highway #48 (O'Bannon Street) and the easterly line of Broad Street; thence Northwesterly along the easterly line of Broad Street 68 feet to a point; thence Northeasterly, parallel with the northerly line of Highway #48 (O'Bannon Street) 134 feet to the westerly line of an alley; thence Southeasterly along the westerly line of said alley 68 feet to the northerly line of Highway #48 (O'Bannon Street); thence Southwesterly along the northerly line of Highway #48 (O'Bannon Street) 134 feet to the point of beginning, situated in the Village of Raymond, Montgomery County, Illinois

RESOLUTION 05-24

TO AMEND FISCAL YEAR 2005 FINANCIAL APPROPRIATION ORDINANCE

WHEREAS, the Finance Committee of Montgomery County has reviewed the FY 05 APPROPRIATION ORDINANCE and determined a need to increase said ORDINANCE by Four Hundred Fifty-three Thousand Dollars and No Cents (\$453,000.00) for the purposes of:

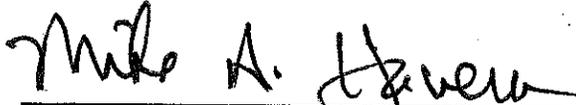
Courthouse Roof Repair	\$ 64,000;
Elections	\$ 40,000;
Real Estate Transfer Tax	\$ 44,000;
Employee Health Insurance	\$ 93,000;
Replace Sheriff Vehicles	\$144,000;
Emergency Management Equipment	\$ 68,000.

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

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

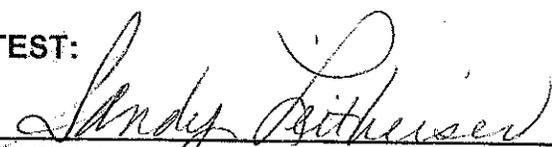
BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2005, that the attached Amended Financial Appropriation Ordinance for Fiscal Year 2005 which commenced December 1, 2004, and ends November 30, 2005, is hereby adopted and approved, said Amended Ordinance setting forth amended appropriations totaling the sum of Fifteen Million, One Hundred Seventy-nine Thousand, Four Hundred Forty-seven Dollars and No Cents (\$15,179,447.00).

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AYES: 21

NAYES: 0

PRESENT: 21

ABSENT: 0

RESOLUTION 05-25

TO ADOPT FISCAL YEAR 2006 FINANCIAL APPROPRIATION ORDINANCE

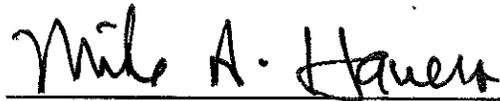
WHEREAS, the Finance Committee of Montgomery County has conducted hearings upon the budget requests and requirements of the various offices and departments of the County of Montgomery, and

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

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

BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual September meeting of the year 2005, that the attached Financial Appropriation Ordinance for Fiscal Year 2006 which commences December 1, 2005, and ends November 30, 2006, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Sixteen Million, Three Hundred Forty-three Thousand, Two Hundred Sixty-three Dollars and No Cents. (\$16,343,263.00).

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AYES: 21

NAYES: 0

PRESENT: 21

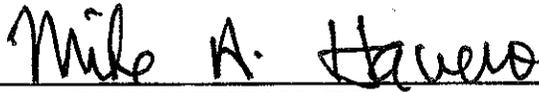
ABSENT: 0

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2005, after having ascertained the sum of Six Hundred Thirty-seven Thousand, Eight Hundred Seventy-five-Dollars and No Cents (\$637,875.00) 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 Thirty-seven Thousand, Eight Hundred Seventy-five Dollars and No Cents (\$637,875.00) 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 Thirty-seven Thousand, Eight Hundred Seventy-five-Dollars and No Cents (\$637,875.00) provided that the percent of levy shall not exceed .025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

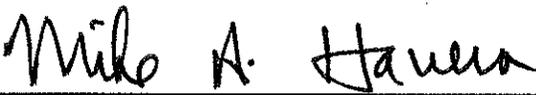
RESOLUTION 05-27

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual September meeting of the year 2005, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Three Hundred Fifteen Thousand Dollars and No Cents (\$315,000.00) 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 Fifteen Thousand Dollars and No Cents (\$315,000.00), 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 Fifteen Thousand Dollars and No Cents (\$315,000.00) provided that the percent of levy shall not exceed .10 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 28

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Seven Hundred Thousand Dollars and No Cents (\$700,000.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT RESOLVED that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Seven Hundred Thousand Dollars and No Cents (\$700,000.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Seven Hundred Thousand Dollars and No Cents (\$700,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 8th day of November, 2005.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY SANDY LEITHEISER

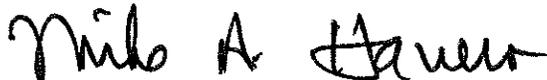
RESOLUTION 05- 29

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual September meeting of the year 2005, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) 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 Five Hundred Thousand Dollars and No Cents (\$500,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 30

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

WHEREAS, it is the duty and responsibility of and in accordance with sound financial practices for Montgomery County, Illinois, to protect itself and its assets against any liability which may be imposed upon it under the provisions of the Worker's Compensation Act, the Worker's Occupational Diseases Act and/or the Unemployment Insurance Act, all of the State of Illinois, and

WHEREAS, this County is authorized to levy a tax upon all taxable property within said county as the same is equalized or assessed by the Department of Revenue of this State, at a rate that will produce a sum of money which will be sufficient to pay the reasonable costs of protecting itself and/or its employees, by insurance, against such liability which may be imposed under such acts, and

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2006 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:

The Workmen's Compensation Act of the State of Illinois,

The Unemployment Insurance Act of the State of Illinois, and

Property and Liability Insurance.

BE IT FURTHER RESOLVED that the County Clerk of this County shall extend this tax for the current taxable year upon all taxable property in Montgomery County, Illinois, as the same is equalized or assessed by the Department of Revenue of this State, at a rate which will produce the amount of this levy and this tax shall be levied and collected in like manner with the general taxes of this County and this tax shall be and is exclusive of and in addition to the amount of tax levied for general County purposes. All monies derived from this levy shall be used for no other purpose than that set out herein.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

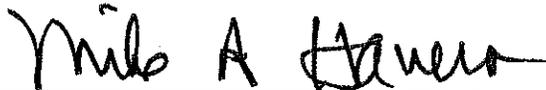
RESOLUTION 05-31

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual September meeting of the year 2005 after having ascertained the sum of Sixty-four Thousand, Four Hundred Sixty Dollars and No Cents (\$64,460.00) 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 Sixty-four Thousand, Four Hundred Sixty Dollars and No Cents (\$64,460.00) 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 Sixty-four Thousand, Four Hundred Sixty Dollars and No Cents (\$64,460.00) provided that the percent of levy shall not exceed .075 percent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05-32

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Three Hundred Fifteen Thousand Dollars and No Cents (\$315,000.00) 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.....\$315,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual September meeting of the year 2005 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 Fifteen Thousand Dollars and No Cents (\$315,000.00), 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 Fifteen Thousand Dollars and No Cents (\$315,000.00), provided that the percent of levy shall not exceed .10 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 8th day of November, 2005.

Mike A. Haver
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

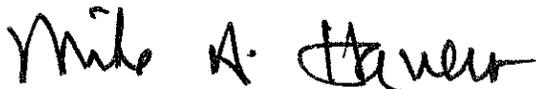
RESOLUTION 05- 33

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Fifty-seven Thousand, Five Hundred Dollars and No Cents (\$157,500.00) 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.

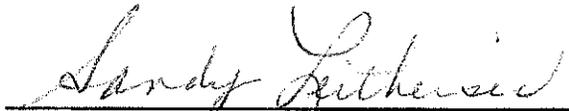
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Fifty-seven Thousand, Five Hundred Dollars and No Cents (\$157,500.00). 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 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 34

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Fifty-seven Thousand, Five Hundred Dollars and No Cents (\$157,500.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County that for the following purposes and in the following amounts:

For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$157,500.00

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 Fifty-seven Thousand, Five Hundred Dollars and No Cents (\$157,500.00) 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 8th day of November, 2005.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leithaiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05-35

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2006; and

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$146,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2005, after having ascertained the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00), provided that the percent of levy shall not exceed .05 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05-36

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

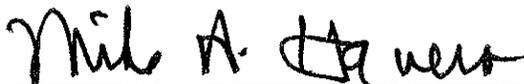
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

WHEREAS, the Montgomery County Board has determined the following amount must be funded by special levy for social services for senior citizens in Montgomery County: \$50,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2005, after having ascertained the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) 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 Fifty Thousand Dollars and No Cents (\$50,000.00) 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 Fifty Thousand Dollars and No Cents (\$50,000.00), provided that the percent of levy shall not exceed .025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

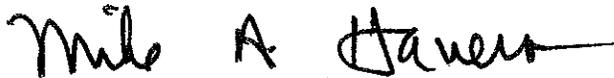
RESOLUTION 05-37

A TAX LEVY FOR VETERANS ASSISTANCE

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2005, after having ascertained the sum of Sixty-two Thousand Dollars and No Cents (\$62,000.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

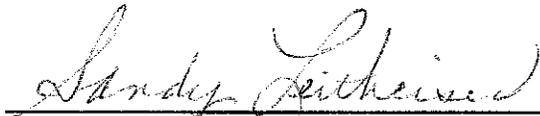
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Sixty-two Thousand Dollars and No Cents (\$62,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Sixty-two Thousand Dollars and No Cents (\$62,000.00) 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 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 05- 38

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2006 beginning December 1, 2005, and ending November 30, 2006, are set for the following department heads:

SUPERVISOR OF ASSESSMENTS	\$ 42,860.00
PROBATION OFFICER	\$ 38,920.00
ASSISTANT PROBATION OFFICERS	\$133,558.00

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

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 2006, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in recessed session of its annual September meeting of the year 2005, this 8th day of November 2005, 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

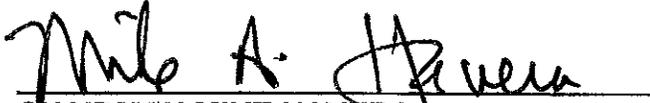
RESOLUTION 05 39

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 2006, commencing December 1, 2005, and ending November 30, 2006, 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 2006.

APPROVED and ADOPTED this 8th day of November, 2005.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION #05- 40

AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT 765 ILCS 205/1
COMPLIANCE

BE IT RESOLVED by the Montgomery County Board that in order to assist in the proper and legal transfer of title to lands within Montgomery County, the Montgomery County Board hereby adopts the following resolution which requires that before any deed, contract for deed, lease or any other document transferring interest in land located in Montgomery County, Illinois be accepted for recordation, that the grantor or person conveying his/her interest in the described property execute an Affidavit as attached hereto and made a part hereof.

FURTHER, that the Montgomery County Clerk/Recorder of Deeds shall require that on or after **January 1st, 2006**, no document of transfer of land located in Montgomery County, Illinois received by the Montgomery County Clerk/Recorder of Deeds shall be recorded unless the attached affidavit has been completed and is recorded with the document of transfer of land as an additional page to that document of transfer of land.

SUBSCRIBED AND SWORN BEFORE ME THIS 8th DAY OF NOVEMBER, 2005.

Mike Havera, Chairman
Montgomery County Board

ATTEST:
Sandy Leitheiser

Montgomery County Clerk/Recorder

RESOLUTION SUPPORTING THE FUTUREGEN PROJECT TO BE LOCATED IN SOUTHERN ILLINOIS

WHEREAS, President Bush has proposed building a 275-megawatt prototype power plant with emissions equal to those of natural gas in 2003. The process will begin soon to select a site to build the power plant, known as FUTUREGEN; and

WHEREAS, County of Montgomery believes Southern Illinois has all of the natural resources necessary to make the plant successful and has strong community support throughout southern Illinois. The region is rich in high-sulfur coal reserves and the Coal Center at SIUC is located in southern Illinois. Coal underlies 65 percent of the state's surface and the Illinois coal industry annually produces approximately 35 million tons of coal and generates more than \$1 billion in gross revenues; and

WHEREAS, Illinois has almost one-eighth of the coal reserves in the United States and one-quarter of the nation's bituminous coal reserves. Illinois' coal reserves contain more BTU's than the oil reserves of Saudi Arabia and Kuwait; and

WHEREAS, FUTUREGEN is a planned \$1 billion government and industry partnership project by the US Department of Energy to design and operate a nearly emission-free coal-fired electric and hydrogen power plant; and

WHEREAS, all communities in southern Illinois want to ensure the economic vitality of their respective communities and of the counties as a whole; and

WHEREAS, FUTUREGEN will provide construction jobs and permanent jobs; and

WHEREAS, the history of our communities and our residents, which once depended upon the economic stability of coal-mining jobs, has the opportunity to be dramatically impacted in the future by the new coal technologies planned for use at FUTUREGEN.

NOW THEREFORE BE IT RESOLVED that the County of Montgomery in the State of Illinois, strongly supports the FUTURE GENERATION project and believes that the FUTUREGEN plant should be built in southern Illinois.

PASSED on this 8th day of November, 2005 and APPROVED by its Chairman of the Montgomery County Board on this 8th day of November, 2005.

APPROVED:

Mike A. Hawes
Montgomery County Chairman

ATTEST:

Sandy Leithaus
Montgomery County Clerk