

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	LOCAL AGENCY	CONSULTANT	Name Cummins Engineering Corporation
Township Fillmore Road District				Address 2815 Old Jacksonville Road
County Montgomery				City Springfield
Section 01-05118-00-BR				State Illinois 62704

THIS AGREEMENT is made and entered into this 13th day of December, 2005 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	Replacement of Existing Structure 068-3176 on T.R. 105						
Route	T.R. 105	Length	0.189	Mi.	1,000	FT	(Structure No. Exist. S.N. 068-3176)
Termini	NE 1/4, Section 12, T8N, R2W, 3rd PM					Prop. S.N. 068-3350	

Description: Engineering services for the replacement of an existing bridge with a new bridge. Work includes field surveys, hydraulic analysis and design, preparation of contract plans and proposals.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to ten (10%) percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT. Subject to approval of the LA, the Engineer may sublet all or part of the surveying services provided under paragraphs 1a and 1b.
2. To pay for services stipulated in paragraphs 1c, 1h, of the ENGINEER AGREES at actual cost of performing such work plus 150 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 1c, 1h. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 150 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.

That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

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

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

Executed by the LA:

ATTEST:
By Sandy Johnson
Montgomery County Clerk
(Seal)

Montgomery County of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board Chairman
By Mike A. Hawes
Title Chairman of County Board

Executed by the ENGINEER:

ATTEST:
By _____
Title _____

Cummins Engineering Corporation
2815 Old Jacksonville Road
Springfield, IL 62704
By Michael D. C...
Title President

Authorized MFT Expenditure

Date
Department of Transportation

Regional Engineer

Municipality Tiptonville East of Butler	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Allen Henderson & Associates, Inc.
Township Butler Grove				Address 907 South 4 th Street
County Montgomery				City Spartanburg
Section 93-03113-00-BR				State Illinois

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

Section Description

Name T. R. 219 over Tributary of Cress Creek

Route T.R. 219 Length ±0.114 Mi. ±600 FT (Structure No. 068-3149 (E)
068-3322 (P))

Termini A point near the N.E. corner of the N.E. Quarter of Section 27, T. 9N., R. 4W. of the 3rd P.M.

Description:
The replacement of an existing cast in place concrete structure with a new precast prestressed concrete deck beam bridge.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1i, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ 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	\$5000	(see note)
Next \$50,000	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 1c, 1h, 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 1c, 1h. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

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

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

The upper and 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 90 percent of the amount earned, may be made from time to time as the work progresses.

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

ATTEST:
By *Linda Leithner*
Montgomery County Clerk
(Seal)

Montgomery County of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
By *Mike A. Hawera*
Title Chairman

Executed by the ENGINEER:

ATTEST:
By *Christopher P. Hobbins*
Title Vice President

Allen Henderson & Associates, Inc.
907 S. 4th Street
Springfield, Illinois 62703
By *Mark A. Henderson*
Title President

Authorized MFT Expenditure

Date
Department of Transportation

Regional Engineer

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 17-05

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

WHEREAS, The Road District of EAST FORK of Montgomery County has agreed to pay an amount of \$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>
EAST FORK	1019 B-CA,	See Attached Map	\$6,000.00

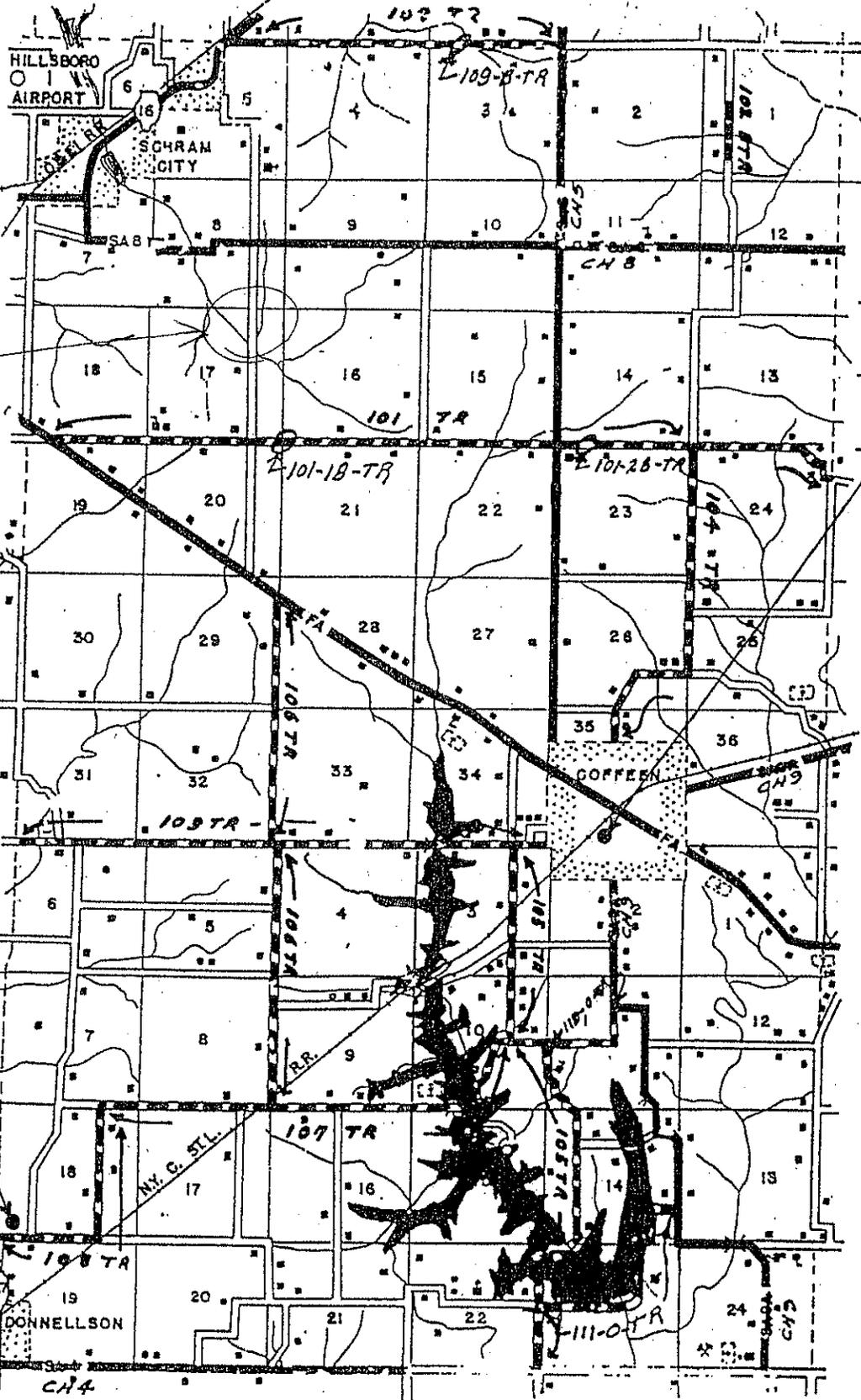
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of December, 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 13th day of December, AD, 2005.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
East Fork 50%

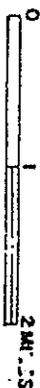


1019
B-CA



--- TMP. H.V.T. ROADS

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



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
AMENDING RESOLUTION #18-05
(ORIGINAL RESOLUTION # 08-05)
AMENDING 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 \$14,553.86 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

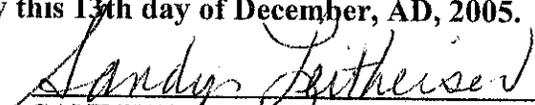
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	1011 B-CA,	See Attached Map	\$29,107.72

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of December, 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 13th day of December, AD, 2005.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Fillmore	50%

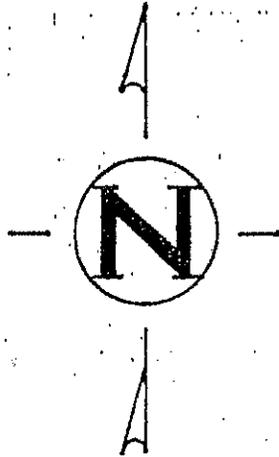
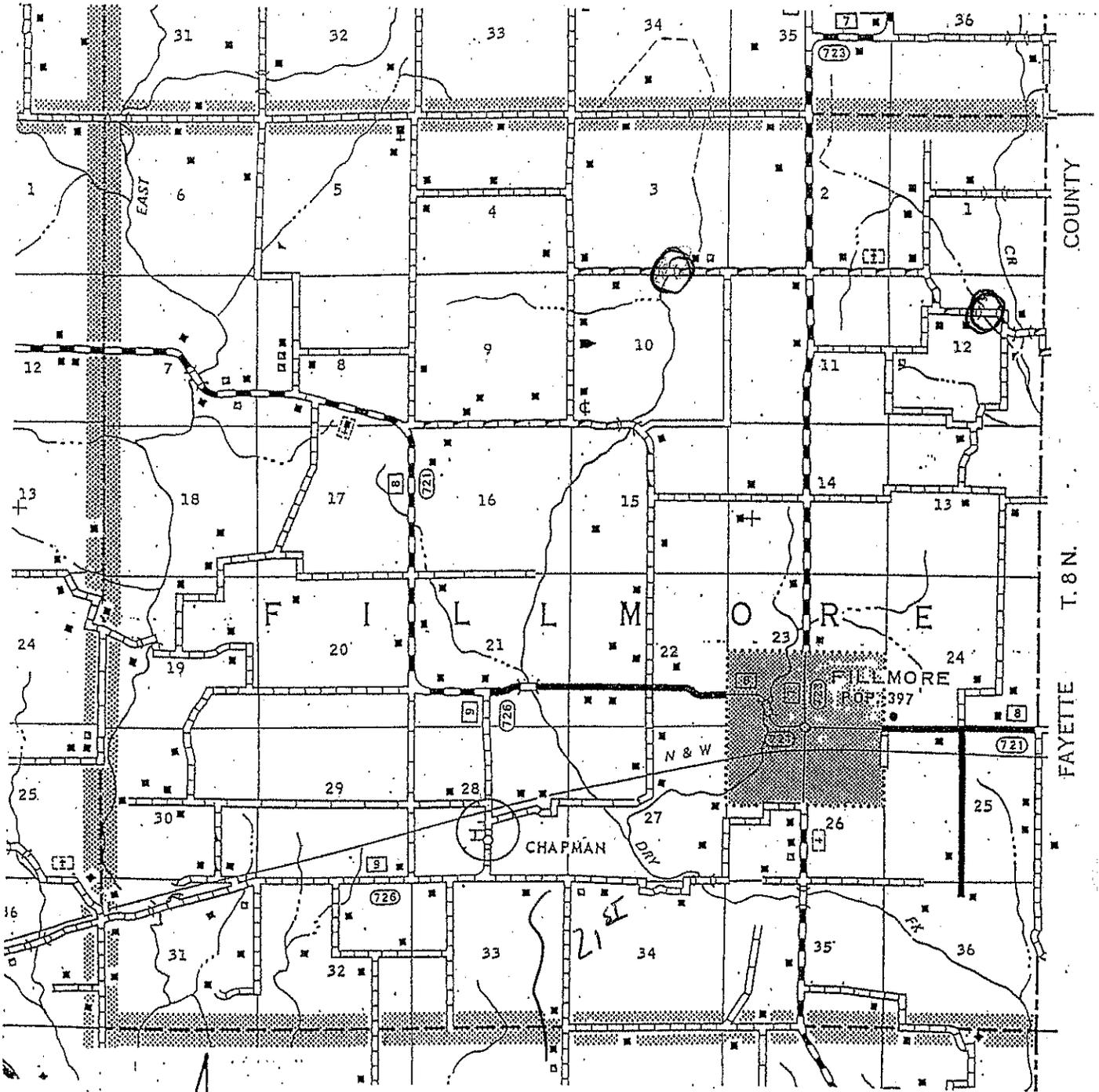
(1) Oak Lane - Pipe Culvert Existing
(1) 21st - Pipe Existing

FILLMORE R. D.
R. 2 W., T. 8 N.

BOOK

6 PAGE 12

R. 2 W.



COUNTY VOTING SYSTEM NEEDS

is approved at Dec. 8th, 2005 HWE Meeting, now seeking Full Board approval

Sandy called Steve White/Roy Hertel on 12/7/2005, and both also endorsed the following changes:

1. Change current Election Judge pay per election (\$105.00 without schooling, \$115.00 with schooling) to \$95.00 to work as Judge without schooling, \$115.00 plus mileage to work as Judge with schooling to give more incentive for schooling (paying for gas to travel to Hillsboro Extension Office, time taken for 2 hour school).
2. Endorse the following three County Voting System Tech Support Troubleshooting Team Members:
 - County Employee Bill Purcell: paid \$810.00 per Election
 - * County Employee Mary Purcell: paid \$250.00 per Election
 - * County Employee Sue Gray (Health Dept.): paid \$250.00 per Election
 - * Supervisors of these employees have cleared them to assume these duties, and all will take personal/vacation time from their county positions to perform this service. County Board would need to clear Bill Purcell to perform this service.

Job Duties include the troubleshooting of major problems with both the M100 and Automark units, and involve replacing the units if necessary. The team will divide the county into thirds prior to the election and then visit every polling place in their territory at least three times throughout Election day- as the polls open, mid-day, and as the polls close, as well as travel to each polling place other times throughout Election day as needed. The county purchased 3 extra M100's and 3 extra Automarks, and each Tech Support Team Member will have one of each unit in their vehicle and be available via cell phone to both the polling place in their territory and the County Clerk's office throughout the day. They will be trained by the Elections Company to provide this service, and additionally, Bill Purcell will teach the Technical Judges' training sessions and update the county website as Election returns come in.
3. In addition to the traditional pickup judges and return judges who will continue to be paid \$6.00 plus mileage to pick up ballots and supplies and \$4.00 plus mileage to return ballots, two (2) Technical Judges per polling place (52 county-wide) who must attend a mandatory additional school to learn basic operation and minor troubleshooting of the machines—will earn a total \$135.00 plus

mileage (\$20.00 more than regular judges who attend schooling) per Election. The two Technical Judges per polling place will be one from each party (D,R) when available and will be assigned by the County Clerk and endorsed by the Precinct Committee Reps. A Technical Judge can also be a Pickup or Return Judge and earn the traditional pay for that service listed above.

4. Before Election delivery and setup and after Election pickup of both units to each of the 26 polling places will be done by County Employees Bill Purcell and Larry Moore, using locally rented Rental Truck. Sheriff Vazzi endorses Larry Moore being made available to do this task. Truck will be needed 6 total days for first Election-(Friday-Monday before the Election, Wednesday-Thursday after the Election). Approximate pricing is \$500.00 for 17' truck rental with mileage included from Hillsboro Rental. Truck may be used for shorter time period in subsequent Elections once scheduling and travel has been completed in the first Election.



Processing Center
91C Moffitt Boulevard
Bay Shore, NY 11706

Phone: (631) 968-8800
Fax: (631) 968-8540
1-877-302-COMP (2667)

AUTHORIZATION DEPARTMENT

FAX: 631-968-8540

This Agreement begins November 7, 2005, between Corporate Cost Solutions, Inc. ("CCS"), a corporation having its principal office at 91C Moffitt Boulevard, Bayshore New York 11706, and County of Montgomery, having principal offices at 1 Court House Square, Hillsboro, IL 62049 ("Client") and conclude when client's refund for all audited periods is received.

I. Service

- A. CCS will audit Client's payroll, personnel records and insurance policies (to be provided by Client), as well as experience rating, retrospective rating and or loss data (obtained by CCS), for all applicable past policy periods and the current policy period pertaining to workers compensation insurance. "Current policy period" is defined as the policy period in effect at the time of CCS' audit.
- B. CCS will provide a report supporting the recovery of premium overpayments. All divisions and subsidiaries of the parent company will be included.
- C. CCS will assist in all subsequent follow up after the submission of the claim.
- D. Client agrees to submit findings to carrier or contact CCS in writing within 10 days receipt of aforementioned report.
- E. Client agrees to advise CCS of all communication with carrier(s) with regards to CCS' findings.

II. Fees and Expenses

CCS shall receive fifty percent (50%) of the savings and or premium reduction attributable to its efforts and received by Client for all audited periods including the current policy period. Open claims/dividends are exempt. All expenses will be borne by CCS. All collection and legal fees incurred by CCS as a result of client's non-payment will be added to client's outstanding balance.

III. Billings

One hundred percent (100%) of the fee payable within ten (10) days receipt of refund/credit from insurance carrier by Client. Fee (balance) for current year due thirty (30) days following annual audit by insurance carrier.

IV. Confidentiality and Indemnification

CCS shall preserve the confidentiality of all information and data provided under the terms of this Agreement. CCS agrees to repay the Client any fees subsequently deemed non-allowable by the insurance carrier.

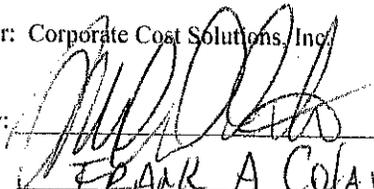
V. Binding Effect

Any breach of this agreement by either party shall be remedied by refunding (unearned) fees or payment of all fees (realized and projected) due under this agreement. The venue for any litigation arising from said breach is Montgomery County, IL. This Agreement shall be binding and inure to the benefit of any successor(s) of the parties hereto.

No. Employees: 150 Locations: 1 Co. Description: _____

For: Corporate Cost Solutions, Inc.

For: Montgomery County, IL

By: 
FRANK A COLAVITA

By: 
Mike A. Haversa

RESOLUTION - # ⁰⁵⁻42

AUTHORIZING APPLICATION FOR BOND VOLUME CAP, ISSUANCE OF BONDS AND EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY

WHEREAS, Montgomery County, Illinois (the "County") is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "State"); and

WHEREAS, as a non-home rule unit, the County is eligible to apply for an annual allocation of tax-exempt bond volume cap ("Bond Cap") from the Local Government Pool established by the State pursuant to the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1, et seq.; and

WHEREAS, pursuant to the Local Government Housing Finance Act, 50 ILCS 465/1, et seq. (the "Act"), the County, through the County Board, may authorize the issuance of certain mortgage revenue bonds ("Mortgage Revenue Bonds"), the proceeds of which may be used to purchase qualified mortgage loans to qualified homebuyers living within the boundaries of the County; and

WHEREAS, pursuant to the Constitution and the laws of the State, and particularly Section 10 of Article VII of the 1970 Constitution of the State and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., units of government may exercise jointly any power which they could exercise individually; and

WHEREAS, the County has determined that there exists within the borders of the County, a recognized need for decent, safe, quality, residential housing affordable to persons of low and moderate income; and

WHEREAS, the County wishes to apply to the Office of the Governor for an allocation of Bond Cap from the Local Government Pool; and

WHEREAS, upon receipt of an allocation of Bond Cap, Montgomery County wishes to enter into an intergovernmental agreement with the Authority (the "Intergovernmental Agreement") whereby the County will allocate the Bond Cap for issuance by the Authority of Mortgage Revenue Bonds (the "Bonds"), on behalf of the County, to implement a single family program for the County;

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

1. The County Board Chairman of Montgomery County makes the findings and determinations set forth in the preamble. The terms defined in the preamble are adopted for the purposes of this Resolution.

2. In order to provide decent, safe and sanitary housing for persons of low and moderate income in Montgomery County, Illinois, it is deemed necessary and desirable for the County to issue bonds in an aggregate amount not to exceed \$2,000,000.00.

3. The County is hereby authorized to apply to the Governor's office for an allocation of Bond Cap from the Local Government Pool for the calendar year 2006 for the issuance of the Bonds in the amount of \$2,000,000.00.

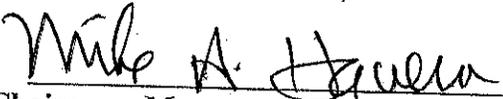
4. Pursuant to the Constitution of the State and the Intergovernmental Cooperation Act, the County may enter into an Intergovernmental Agreement with the Authority wherein it may choose to issue the Bonds jointly with the Authority or have the Bonds issued by the Authority on its behalf, such determinations to be made in the best interests of the County by the County Board Chairman or any other official authorized thereby.

5. The County may choose to issue the Bonds (or have the Bonds issued on its behalf) in order to provide financing for single family residences within the boundaries of the County, such determinations to be made in the best interests of the County by the County Board Chairman or any other official authorized thereby.

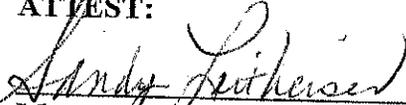
6. The County Board Chairman and all other proper officials, agents and employees of the County are hereby authorized and empowered to do all acts and things and to execute all documents and instruments as may be necessary to further the purposes and intent of this Resolution.

7. This Resolution shall take effect immediately upon its adoption.

Passed this 13th day of December 2005.


Chairman, Montgomery County Board

ATTEST:


Montgomery County Clerk

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement (this "Intergovernmental Agreement") is made and entered into as of the 13th day of December, 2005, by and between the COUNTY OF Montgomery, (the "County") a body politic and corporate validly existing under the Constitution and the laws of the State of Illinois, and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate as created by and existing under the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as supplemented and amended (the "Authority"), to establish a program for the purpose of providing affordable residential housing to persons of low and moderate income within the County by financing and purchasing mortgage loans to finance single family residences for low and moderate income persons within the corporate boundaries of the County.

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois (the "State") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance, and to use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as supplemented and amended (the "Act"), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any public agency individually, jointly with any other public agency in the State;

WHEREAS, the County and the Authority are each public agencies of the State as that term is defined under the Act;

WHEREAS, pursuant to the Local Government Housing Finance Act, 50 ILCS 465/1, et seq., as supplemented and amended, the County has the power to issue revenue bonds to defray, in whole or in part, the cost of acquiring or originating home mortgage loans, including the financing and purchasing of mortgage loans to finance single family residences for low and moderate income persons within their corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the mortgage loans purchased with and financed by the proceeds of such revenue bonds;

WHEREAS, the County is eligible to apply for an annual allocation of tax-exempt bond volume cap ("Bond Cap") from the Local Government Pool established by the State pursuant to the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1, et seq. and the County has applied for and has been granted such an allocation in 2006;

WHEREAS, the County has determined that it is necessary and desirable to allocate Bond Cap for, and authorize the Authority to issue on their behalf, revenue bonds for the purpose of financing and purchasing mortgage loans relating to single family residences for low and moderate income persons within the corporate boundaries of the County (the "Program");

WHEREAS, to implement the Program, the Authority proposes to issue, sell and deliver its Single Family Mortgage Revenue Bonds in one or more series in an aggregate amount not to exceed \$2,000,000.00 (the "Bonds") on behalf of itself and the County;

Now therefore, in consideration of the covenants and mutual agreements herein contained, the County and the Authority agree as follows:

Section 1. Bonds. The Authority hereby agrees to issue the Bonds in one or more series on behalf of itself and the County, as provided for in the resolutions, agreements and other documents pursuant to which the Bonds will be issued, for the purpose of financing mortgage loans for single family residences for low and moderate income persons within the corporate boundaries of the County and in other parts of the State.

Section 2. Allocation of Bond Volume Cap. The County has received an allocation of Bond Cap as set forth in Exhibit A attached hereto and made a part hereof. The County hereby allocates its respective amount of Bond Cap, as set forth in Exhibit A, to the issuance of the Bonds by the Authority on behalf of the County. The County represents that its Bond Cap described on Exhibit A has not and will not be allocated to any other bond issue, transferred back to the State or otherwise disposed of or used by the County or others.

Section 3. Allocation of Bond Proceeds. From the Bond proceeds, the Authority agrees to make available within the County an amount equal to the lendable proceeds derived from such Bond Cap allocated by the County (as set forth in Exhibit A), such amount to be used to finance mortgage loans for single family residences located within the County.

Section 4. Absolute and Irrevocable Conditions. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the County. This Intergovernmental Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Authority and the County.

Section 5. Applicable Law. The laws of the State shall govern this Intergovernmental Agreement.

Section 6. Execution in Counterparts. This Intergovernmental Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

In Witness Whereof, the County has approved this Intergovernmental Agreement by an ordinance or resolution of its County Board, which has given the authority to its Chairman to sign on its behalf and the Authority has approved this Intergovernmental Agreement by Resolution of its Board of Directors, who has given the authority to its Executive Director to sign on its behalf.

Agreed and Accepted:

Illinois Housing Development Authority,

By: Kelly King Dibble
Its: Executive Director

The County of Montgomery,

Mike A. Havera

By: Mike Havera
Its: Chairman of Montgomery County Board

Attest:

Sandy Leitheiser

By: Sandy Leitheiser
Its: Clerk & Recorder of Montgomery County

EXHIBIT A

County of Montgomery

\$2,000,000.00

RESOLUTION OF SUPPORT

Whereas, the County of Montgomery is applying to the State of Illinois for a (Public Facilities Grant Competent for the 2006 Program) under the Community Development Assistance Program(CDAP), and

Whereas, it is necessary that an application be made and agreements entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1)that the County apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2)that the County Board Chairman and County Clerk on behalf of the County will execute such documents and all other documents necessary for the carrying out of said application.
- 3)that the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this 28th day of Dec, 2005

(Seal)

Mike A. Hansen
County Board Chairman

ATTEST

Sandy Lettner
County Clerk

RECEIVED
DEC 21 2005BY: *ld*

Jim Roberts
Montgomery County State's Attorney

Assistant State's Attorneys:
Chris Matoush
Katherine Pawlik
Victim Witness Coordinator:
Cheryl Adams

December 21, 2005

Montgomery County Courthouse
120 N. Main, Room 212
Hillsboro, IL 62049
(217) 532-9551
FAX (217) 532-9518

COPY

Chairman Mike Havera
Montgomery County Board
Historic Courthouse
Hillsboro, Illinois 62049

Re: Resignation as Montgomery County State's Attorney

Dear Chairman Havera:

As you are aware, I have recently been elected by the Circuit Judges of the Fourth Judicial Circuit to fill the vacancy of retiring Associate Judge Mark Joy to be effective as of January 6, 2006. Accordingly, it is with mixed emotion that I hereby tender my resignation as Montgomery County State's Attorney to you as County Board Chairman on behalf of the Montgomery County Board. This resignation is to be effective as of 3:00 p.m. on January 6, 2006 and is strictly contingent upon my formal ascension to the position of Associate Judge by the administering of the official oath of said office which is anticipated to be conducted that afternoon. Should a delay occur in the administering of the oath, for whatever reason, then my resignation is to become effective as of such later date or time.

It has been my privilege and my honor to serve this past five years as Montgomery County State's Attorney. I am proud of the work we have done on behalf of the county and I hope that my counsel and input have helped the county government to operate more effectively and efficiently during my tenure.

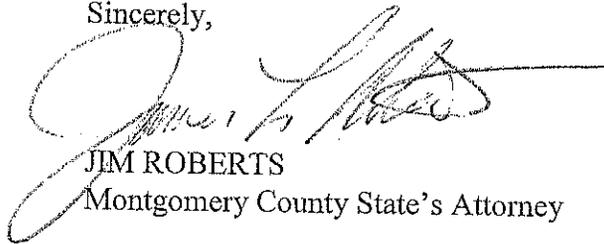
On an additional note and to provide some guidance with regard to my tender of this resignation, pursuant to 10 ILCS 5/25-11, when a vacancy occurs in an elective county office, the county board shall declare a vacancy exists and notify the county central committees of each established political party (Democrat and Republican) within 3 days of the occurrence of the vacancy. The vacancy shall be filled within 60 days of the occurrence of the vacancy by appointment of the chairman of the county board with the advice and consent of the county board. The appointee shall be a member of the same political party as the person he succeeds was at the time of his election (in my case Democrat) and shall be otherwise eligible to serve (must be an attorney licensed to practice in the State of Illinois). Since there are more than 28 months left in my term, the appointment will only be until the next general election which is November 2006 when the remainder of the term will be filled by said election. I am aware that in anticipation of my resignation a special County Board meeting has been scheduled for December 28, 2005 at 8:30 a.m. to appoint a successor to assume the State's Attorney's duties upon my actual vacation of the office.

Havera/resignation
12/21/05
Page two

Should you have any questions or concerns with regard to this resignation or the process, please feel free to contact me.

It has been a pleasure to work with you and the rest of the County Board. I wish you all the best in the future.

Sincerely,



JIM ROBERTS
Montgomery County State's Attorney

Steve White, Chairman
Montgomery County Democrat Central Committee

December 27th, 2005

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

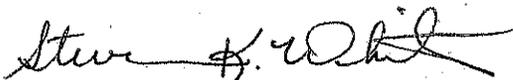
Dear Chairman Havera,

Please be advised that the Montgomery County Democrat Central Committee has met regarding filling the vacancy of the Montgomery County States Attorney due to the resignation of Jim Roberts.

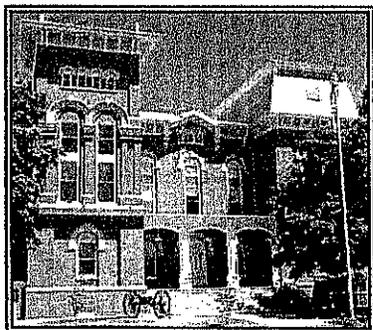
The Democrat Central Committee supports and recommends that the States Attorney vacancy be filled by current Assistant States Attorney Chris Matoush to serve from January 6th, 2006 until November 30th, 2006.

If you have any questions, please feel free to contact me.

Sincerely,



Steve White, Chairman
Montgomery County Democrat Central Committee



***Mike Havera, Chairman
Montgomery County***

#1 Courthouse Square

P.O. Box 122

Hillsboro, Illinois 62049

Phone: (217) 532-9577 Fax: (217) 532-9585

December 28th, 2005

Steve White, Chairman
Democratic Central Committee
2002 School Street
Hillsboro, Illinois 62049

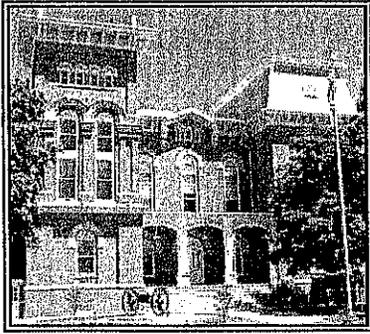
Dear Chairman White,

Please be advised that on Wednesday, December 28th, 2005 in the County Board room of the Historic Courthouse, the Montgomery County Board met and approved your recommendation of Chris Matoush as State's Attorney for Montgomery County, to fill the resigned seat of Jim Roberts. Mr. Matoush's term will begin January 6th, 2006 and expire on November 30th, 2006.

Sincerely,

Michael A. Havera, Chairman
Montgomery County Board

Cc: Jim Roberts
Chris Matoush



Mike Havera, Chairman
Montgomery County

#1 Courthouse Square

P.O. Box 122

Hillsboro, Illinois 62049

Phone: (217) 532-9577 Fax: (217) 532-9585

December 28th, 2005

Mr. Roy Hertel, Chairman
Montgomery County Republican Central Committee
28 Hilltop Drive
Hillsboro, IL 62049

Dear Roy,

Please be advised that the Montgomery County Board met on Wednesday, December 28th, 2006 to accept a letter of resignation from States Attorney Jim Roberts and to appoint Chris Matoush to fill the term of States Attorney from January 6th, 2006 to November 30th, 2006.

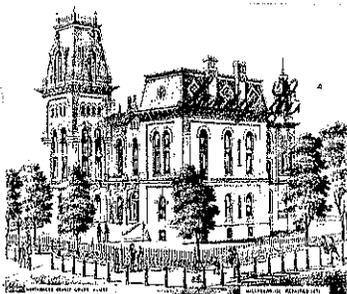
Let this letter serve as notice that a vacancy has been declared for the Office of the Montgomery County States Attorney and that both political parties may slate a candidate for the November 7th, 2006 election.

If you have any questions please feel free to contact me.

Sincerely,

Mike Havera, Chairman
Montgomery County Board

Cc: Jim Roberts
Steve White



BOOK 6 PAGE 27

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF LITCHFIELD, ILLINOIS

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

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

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

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

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

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

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

This Agreement is adopted and set in force on 1/10, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF LITCHFIELD, ILLINOIS

Mike A. Havers

Chairman, County Board

Tom Jones

Mayor

ATTEST:

Andy Pethersen
Montgomery County Clerk

Mailem S. Hartke
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. 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 1/10, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF LITCHFIELD, ILLINOIS

Milo A. Hauer

Chairman, County Board

Tom Jones

Mayor

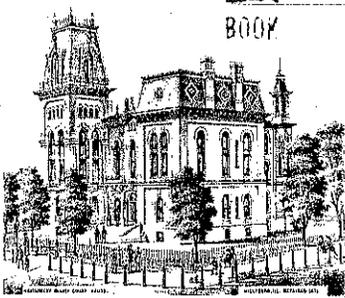
ATTEST:

Sandy Fetherese

Montgomery County Clerk

Manilyn S. Hartke

City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF LITCHFIELD, ILLINOIS

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 LITCHFIELD, 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 LITCHFIELD, 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 1/10, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF LITCHFIELD, ILLINOIS

Mike A. Howell
Chairman, County Board

Tom Jones
Mayor

ATTEST:
Andy Luthers
Montgomery County Clerk

Marilyn Stautbe
City Clerk

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 01-06**

**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. 32)**

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

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

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

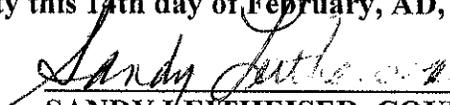
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1020 B-CA	See Attached Map	\$3,300.00

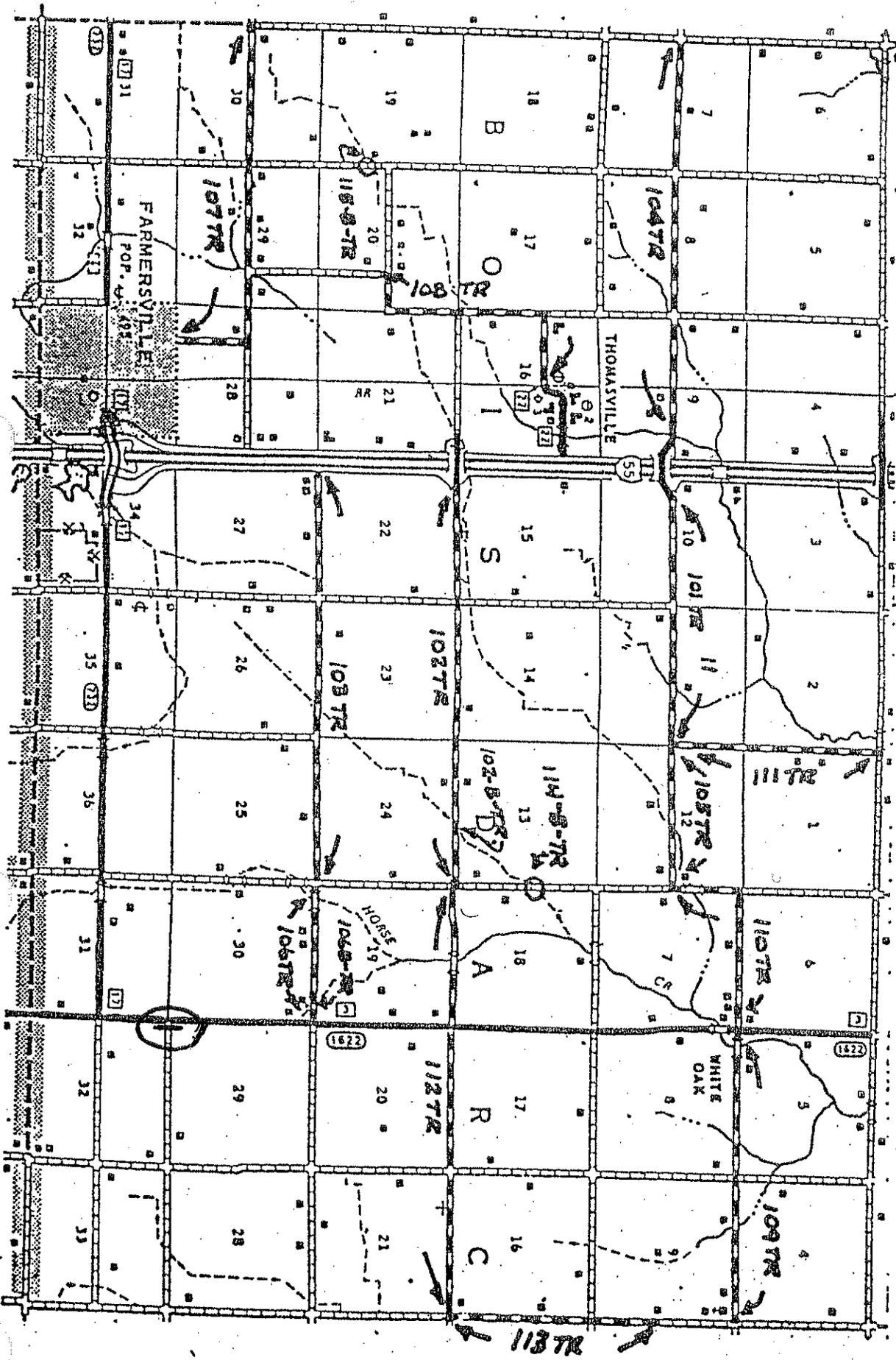
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



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

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 02-06

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#4 (Mt. Moriah Avenue)(East Fork Twp.)(Sec. 20)**

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 \$3,600.00 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	1021 B-CA	See Attached Map	\$3,600.00

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 14th 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 14th day of February, AD, 2005.

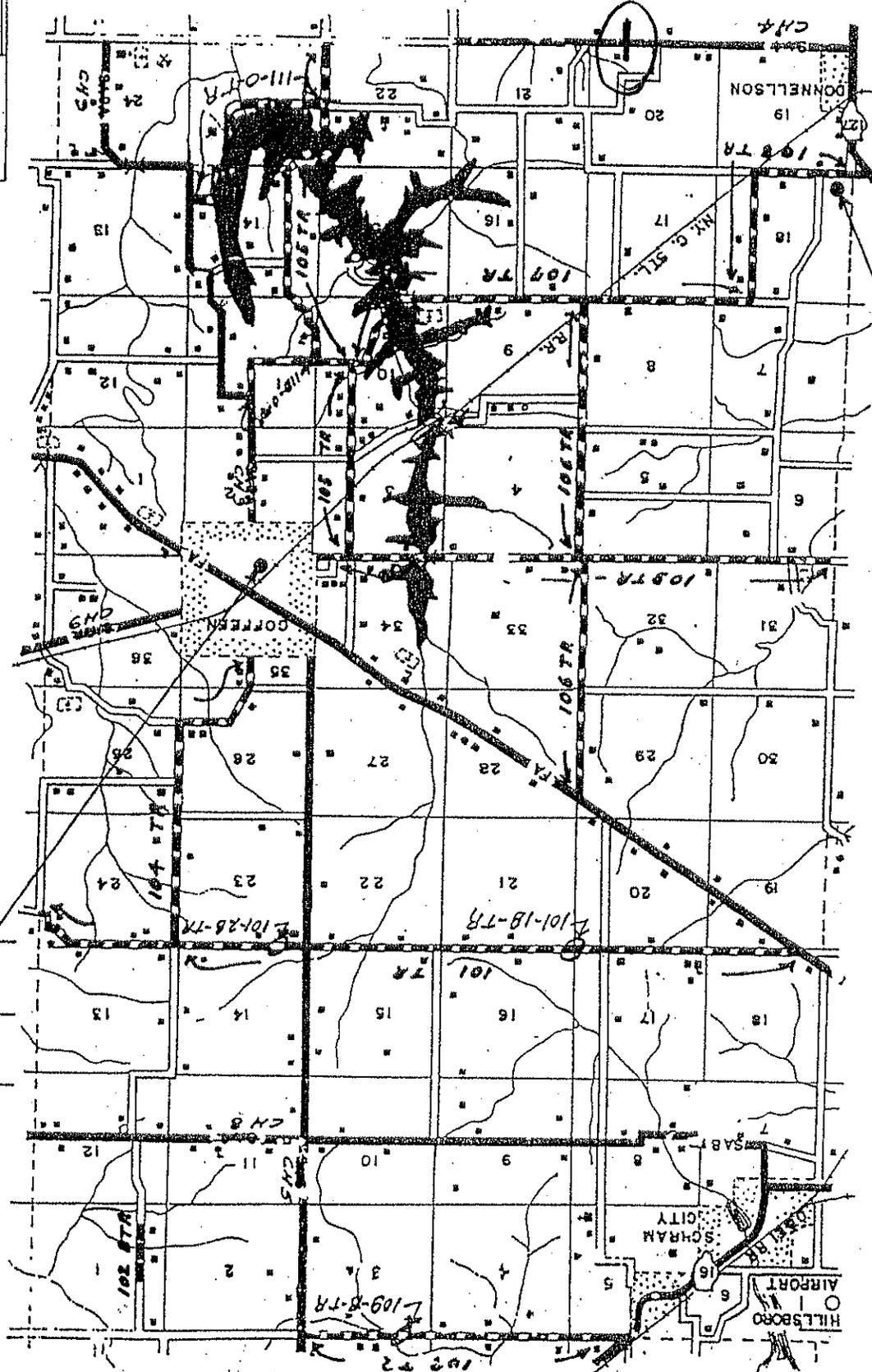
Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

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

2 MI. 25

LEGEND
--- TWP. M.P.T. ROADS



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 03-06

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#3 (Black Diamond Trail)(Harvel Twp.)(Sec. 19)**

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:

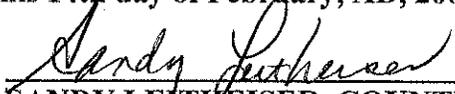
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1022 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 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-06

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#7 (Burg Trail)(South Fillmore Twp.)(Sec. 23)**

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:

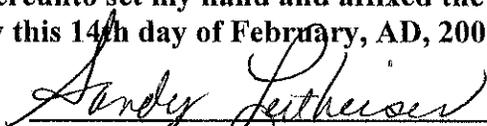
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1023 B-CA	See Attached Map	\$3,000.00

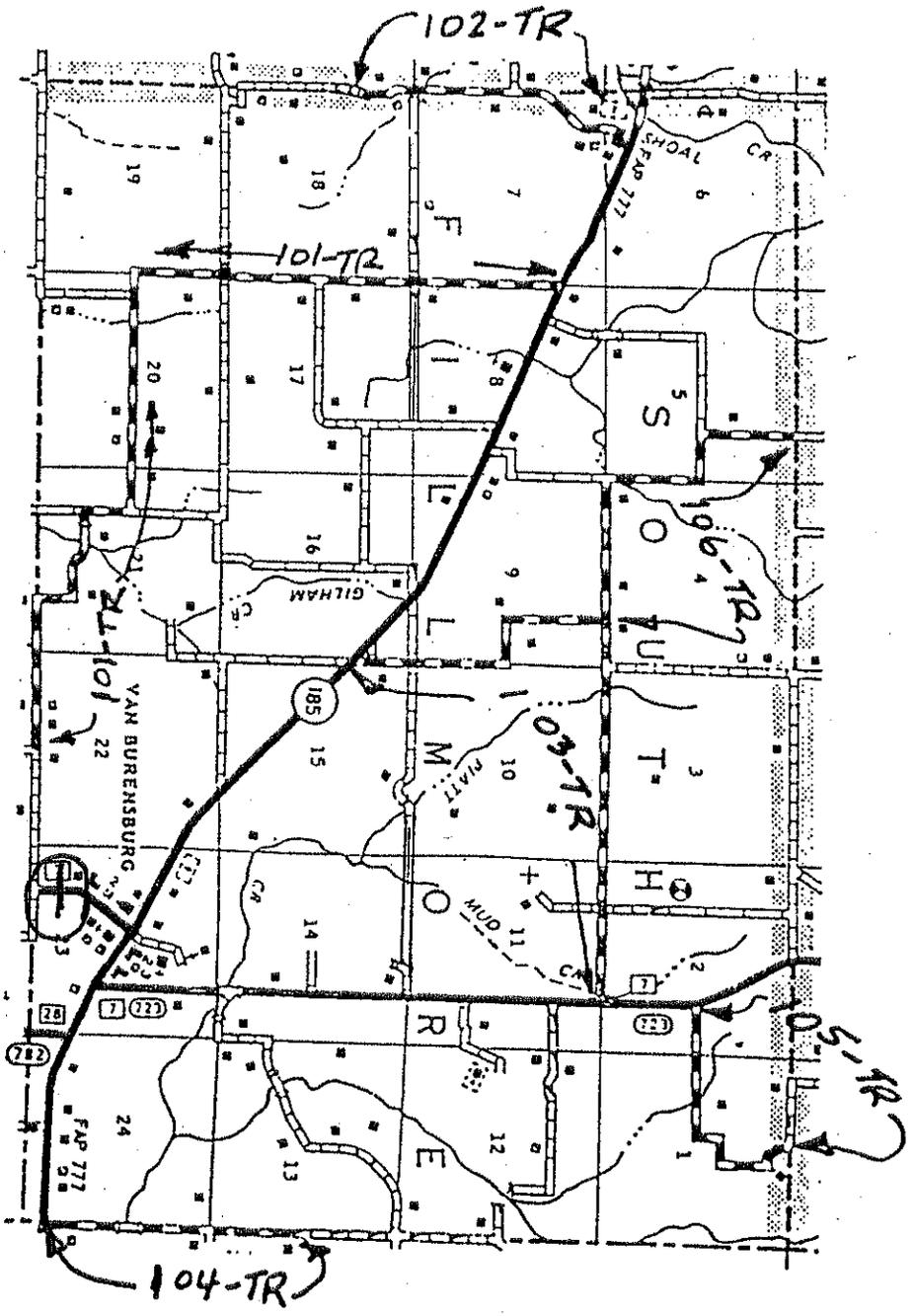
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

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 14th day of February, AD, 2006.

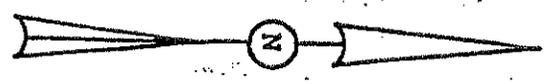
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



SOUTH FILLMORE
 Township
 Montgomery County
 R-24, T-7N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 05-06

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #13 (Niemanville Trail)(South Litchfield Twp.)(Sec. 29)

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 \$11,000.00 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	1024 B-CA	See Attached Map	\$11,000.00

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 14th day of February, AD, 2006.

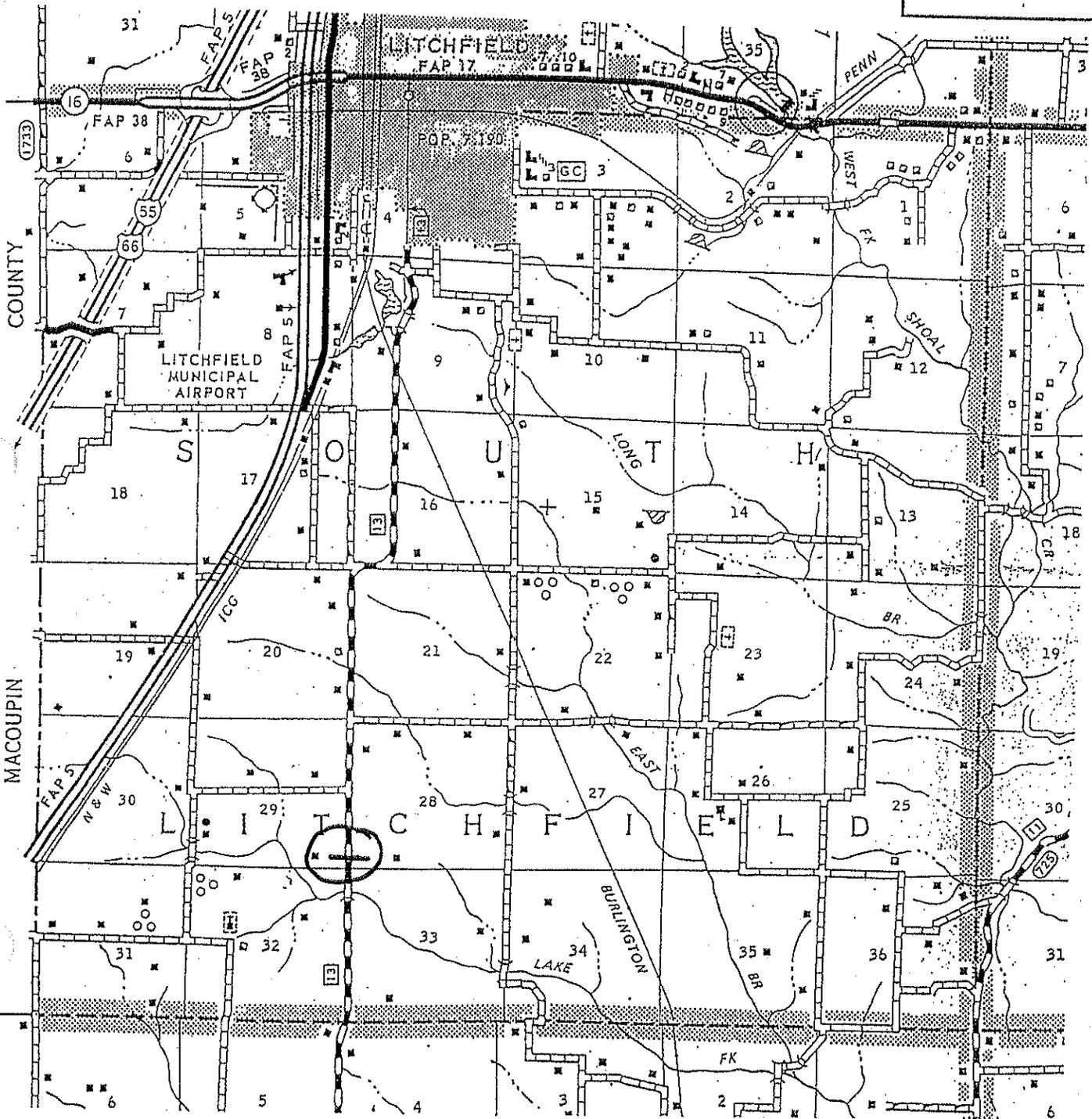
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of February, AD, 2006.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

SOUTH LITCHFIELD R. D.
R. 5 W., T. 8 N.

R. 5 W.



T. 8 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 06-06

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

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:

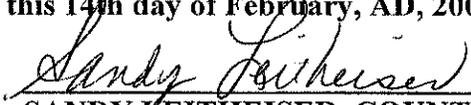
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1025 B-CA Location A	See Attached Map	\$3,000.00

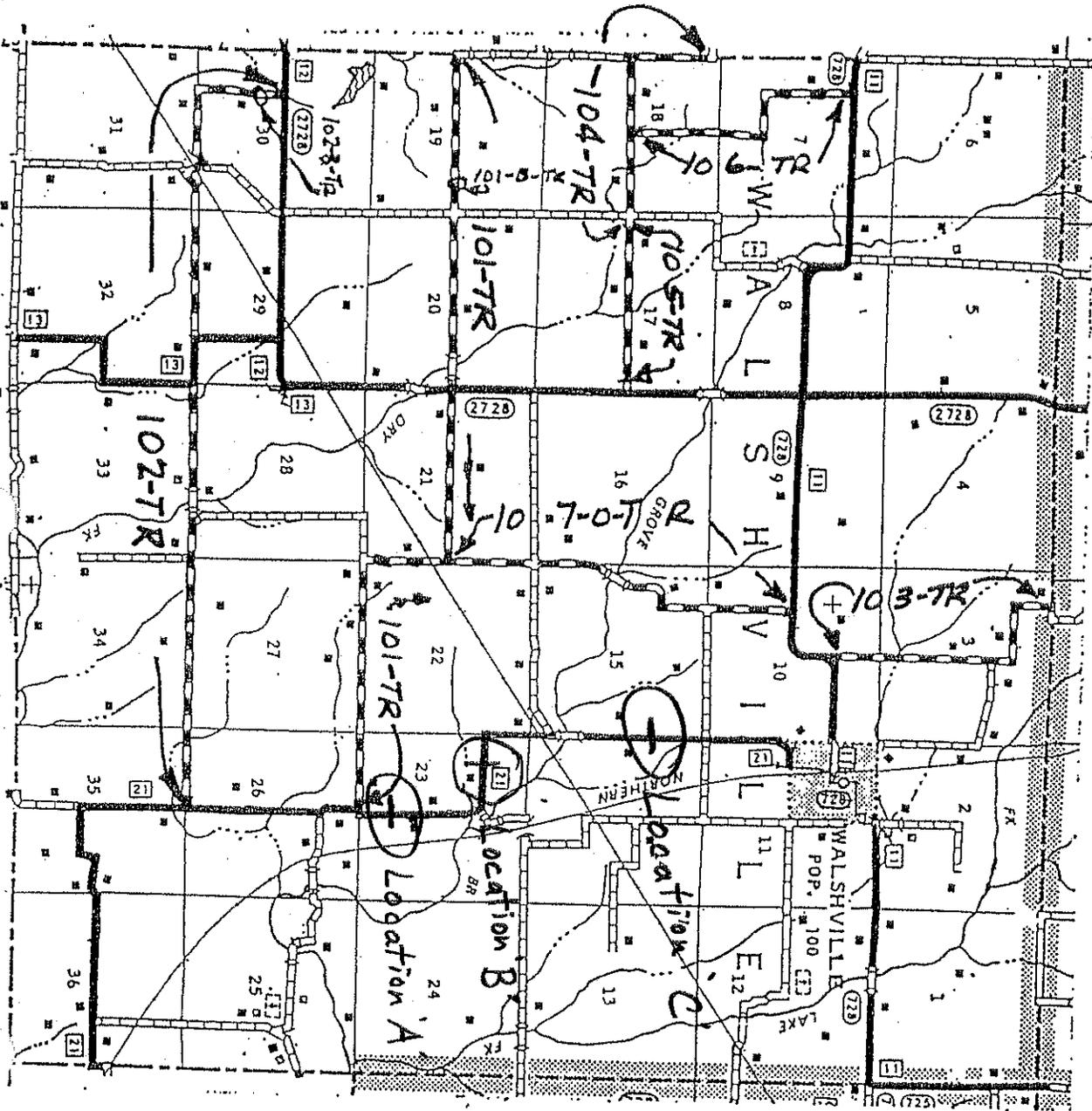
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

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 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



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



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 07-00

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

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 \$2,600.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

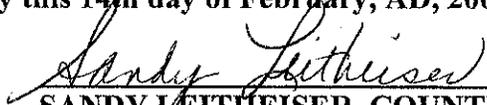
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1025 B-CA Location B	See Attached Map	\$2,600.00

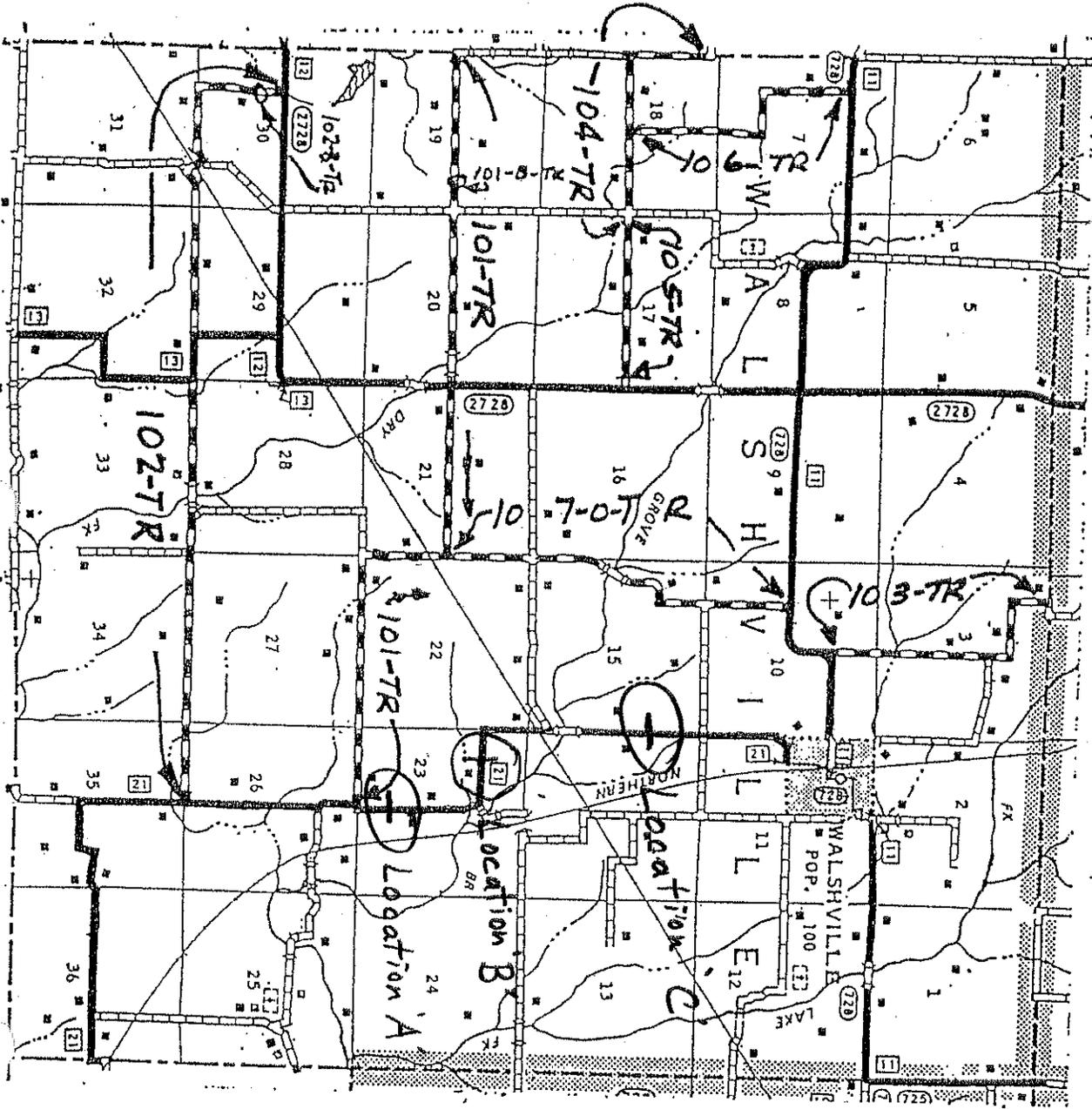
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

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 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



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



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 08-06

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#21 (Elevator Road)(Walshville Twp.)
Location C – Elevator Road, Sec. 15

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,800.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

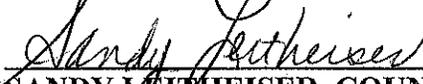
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	1025 B-CA Location C	See Attached Map	\$2,800.00

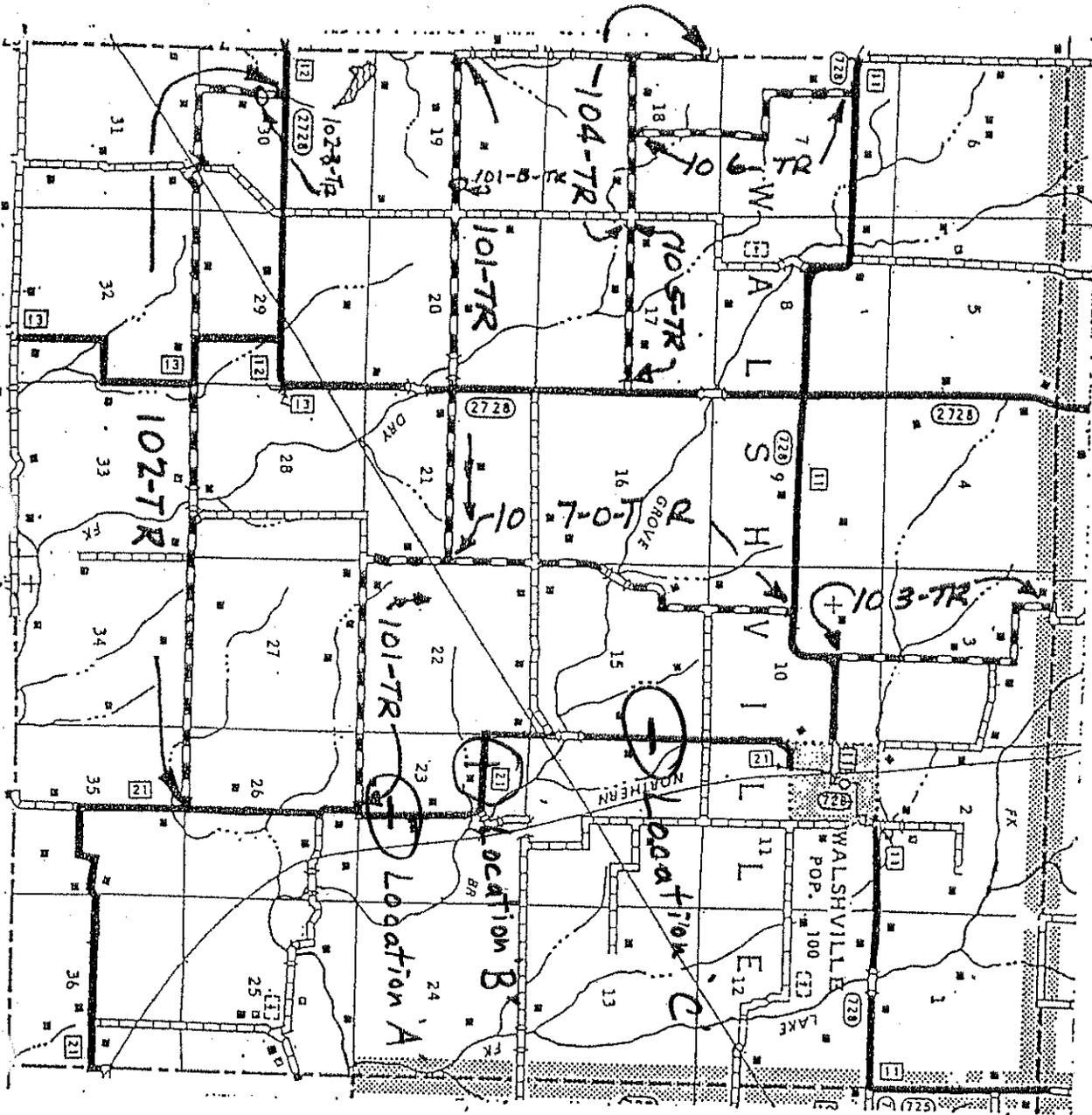
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGE FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



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





**Illinois Department
of Transportation**

**County Maintenance Resolution
MONT. CO. HWY. RESOLUTION #09-06**

RESOLVED, by the County board of MONTGOMERY County, that \$688,035.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2006, 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.

Authorized MFT Expenditure	STATE OF ILLINOIS
	<u>MONTGOMERY</u> County, } ss.
	I, <u>SANDY LEITHEISER</u> County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of
Date	<u>MONTGOMERY</u> County, at its <u>Regular</u>
	meeting held at <u>HILLSBORO</u>
	on <u>Tuesday, February 14th, 2006</u> Date
Department of Transportation	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in <u>HILLSBORO</u>
	in said County, this <u>14th</u> day of <u>February</u> A.D. <u>2006</u>
Regional Engineer	(SEAL) <u>Sandy Leitheiser</u> County Clerk.

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 10-06**

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

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

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

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

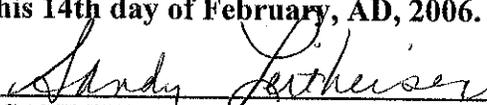
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	1026 B-CA, Location A E 13 th Road	See Attached Map	\$2,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

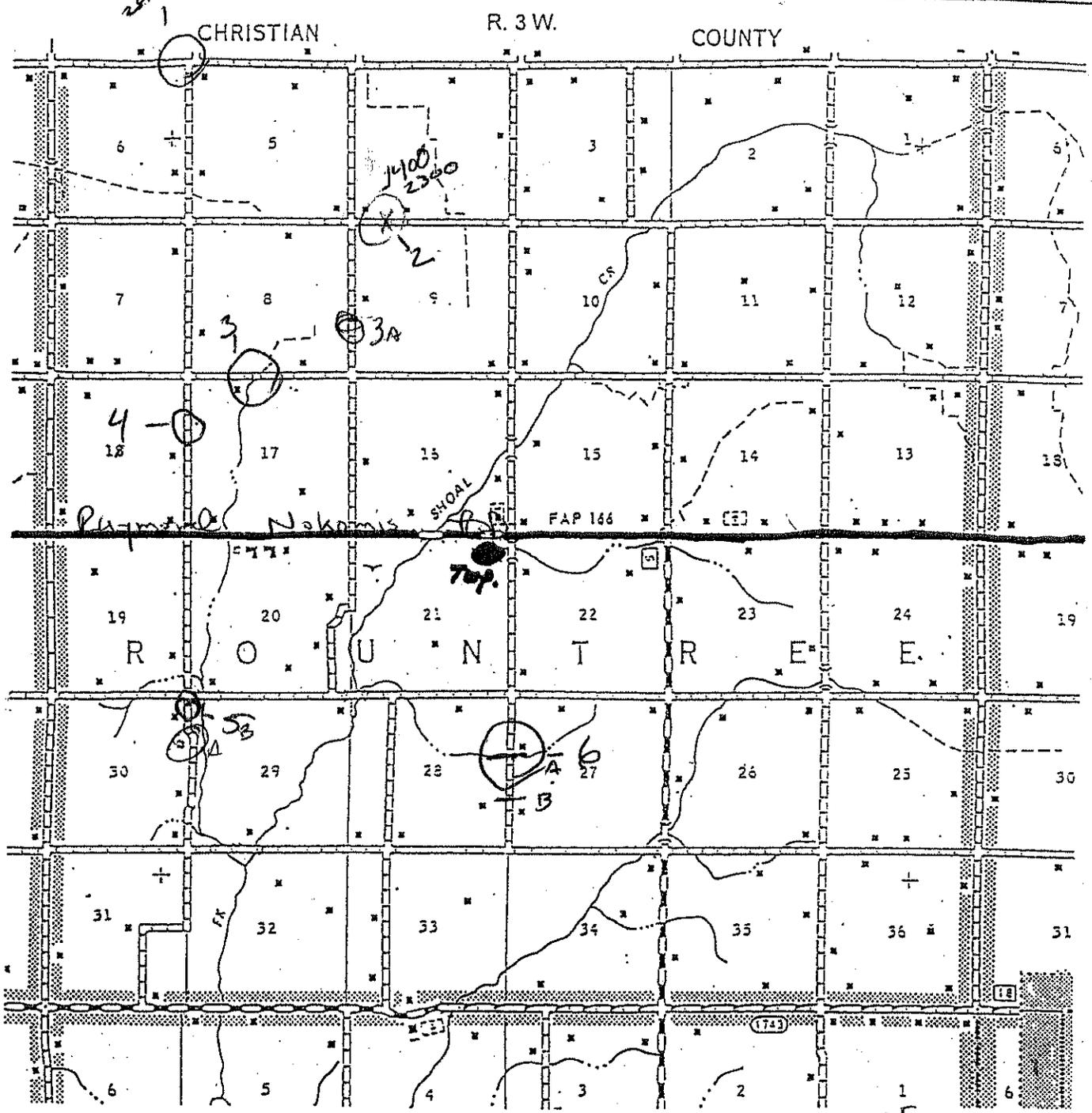
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Rountree	50%

ROUNTREE R. D.
R. 3 W., T. 10 N.



- #1 CONCRETE BOX
- #2 PIPE w/ CONCRETE
- #3 CONCRETE BOX (LOT OF WATER)
- #4 SMALL CONCRETE
- #5 PIPE (NEEDS TO BE BIGGER) (ANOTHER ONE NEXT TO IT APPROX 200 FT)
- #6A TAIL BOX OVER MAIN CREEK
- #6B NORMAL BOX

6A 4B - 1st
#2 END.



WANT TALK NEXT TIME

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 11-06

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

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

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

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

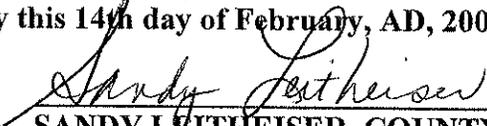
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	1026 B-CA, Location B E 13 th Road	See Attached Map	\$2,000.00

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

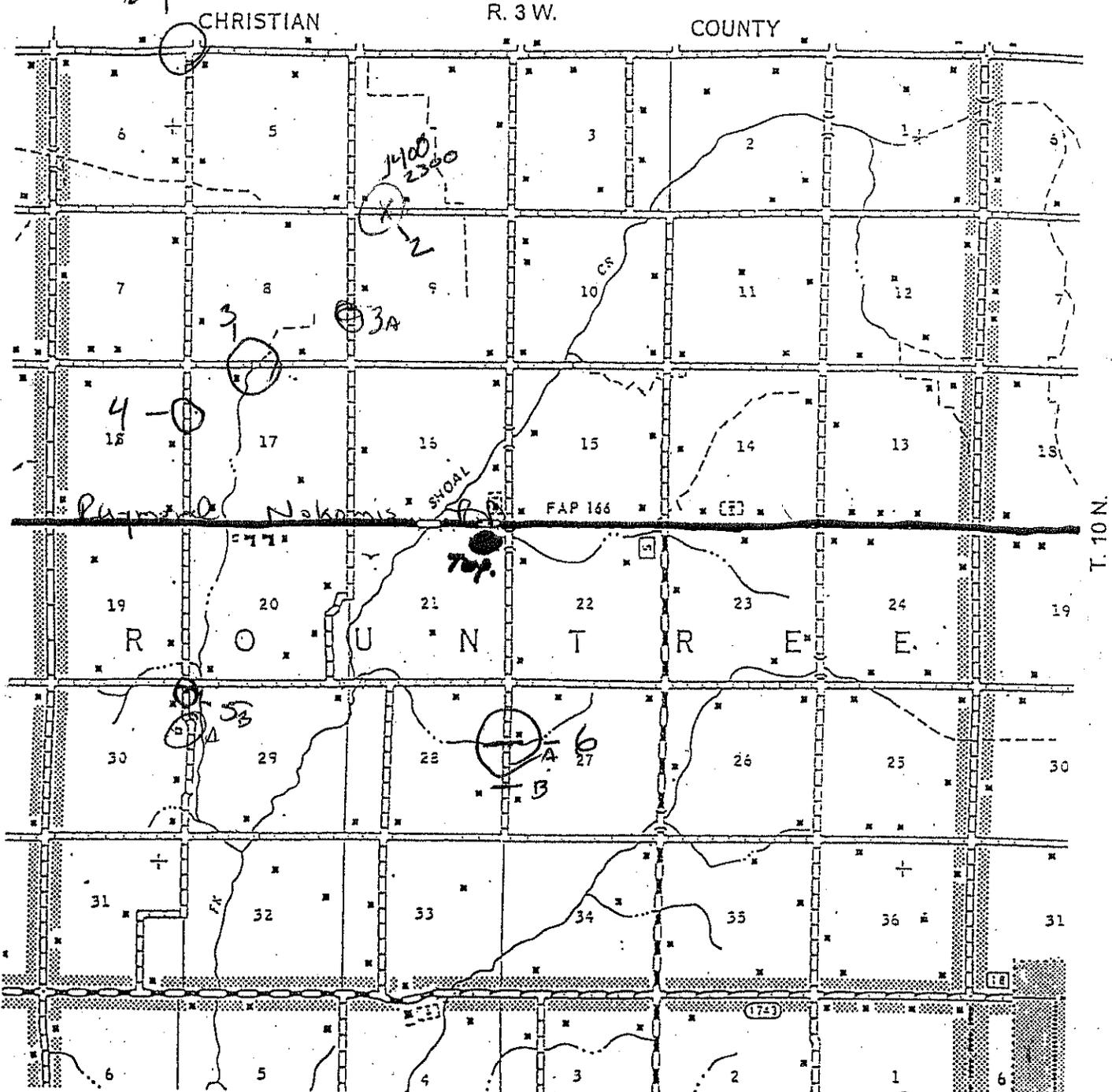
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Rountree 50%

ROUNTREE R. D.
 R. 3 W., T. 10 N.



- #1 Concrete Box
- #2 pipe w/ concrete
- #3 concrete box (lot of water) - wait till next run
- #4 small concrete
- #5 pipe (needs to be bigger) (another one next to it approx 200 ft)
- #6A Tail Box over main creek
- #6B normal box

#6A & B - 1st
 #2 2nd



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 12-06**

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

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

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

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

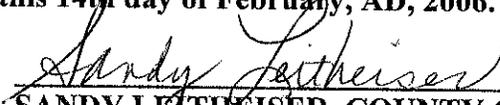
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	1026 B-CA, Location C N 23 rd Avenue	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 to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

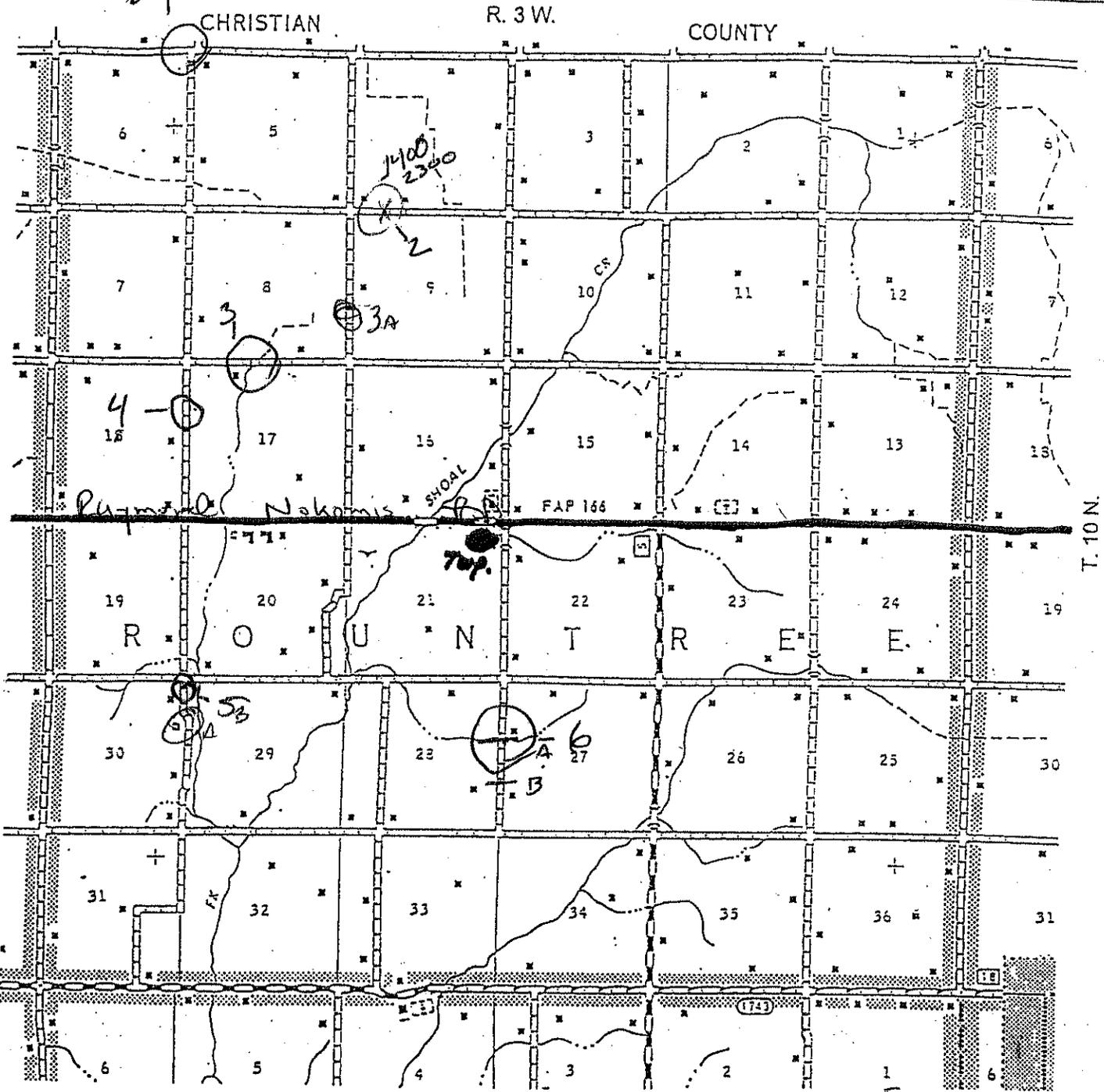
Montgomery County	50%
Rountree	50%

BODY

6 PAGE 54
2005

1026 B-CA
Loc. A, B, C+D

ROUNTREE R. D.
R. 3 W., T. 10 N.



- #1 Concrete Box
- #2 pipe w/ concrete
- #3 concrete box (LOT OF WATER)
- #4 small concrete
- #5 Pipe (needs to be bigger) (another one next to it approx 200 ft)
- #6A Tail Box over MAIN creek
- #6B NORMAL Box

66A+6B - 1ST
#2 LIND.

WAST TILL NEXT RUN



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 13-06

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

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

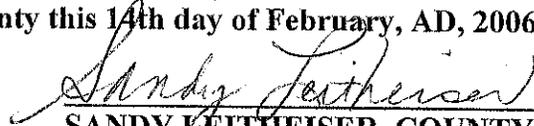
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	1026 B-CA, Location D E 13 th Road	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 to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

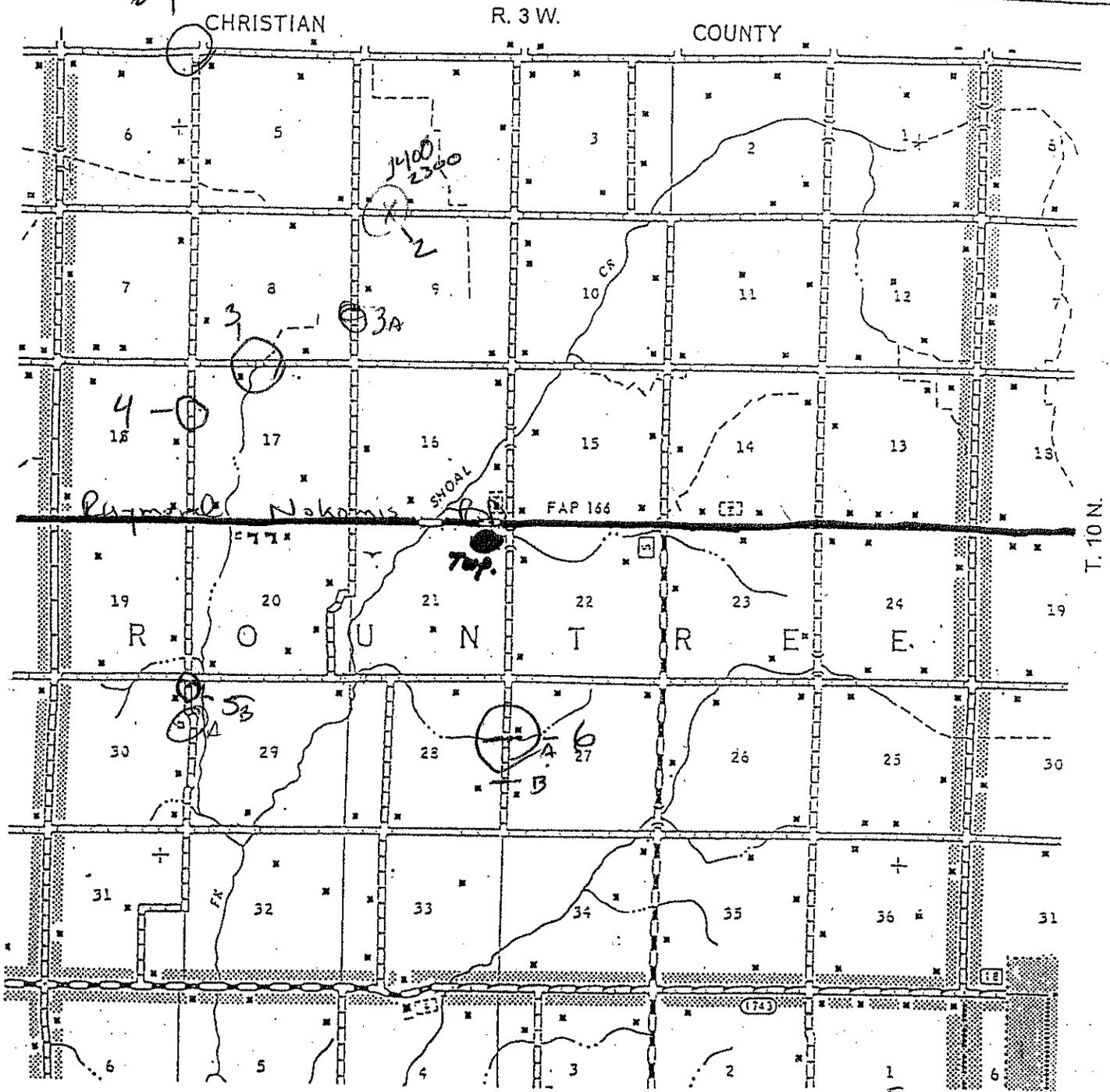
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

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 February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Rountree 50%

ROUNTREE R. D.
R. 3 W., T. 10 N.



- #1 CONCRETE BOX
- #2 PIPE w/ CONCRETE
- #3 CONCRETE BOX (LOT OF WATER)
- #4 SMALL CONCRETE
- #5 PIPE (needs to be bigger) (another one next to it approx 200 ft)
- #6A Tail Box over MAIN creek
- #6B NORMAL BOX

6A & B - 1st
#2 END.

WAST TIL NEXT run.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 14-06

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 \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	1027 B-CA, Location A Old Litchfield Trail	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 to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

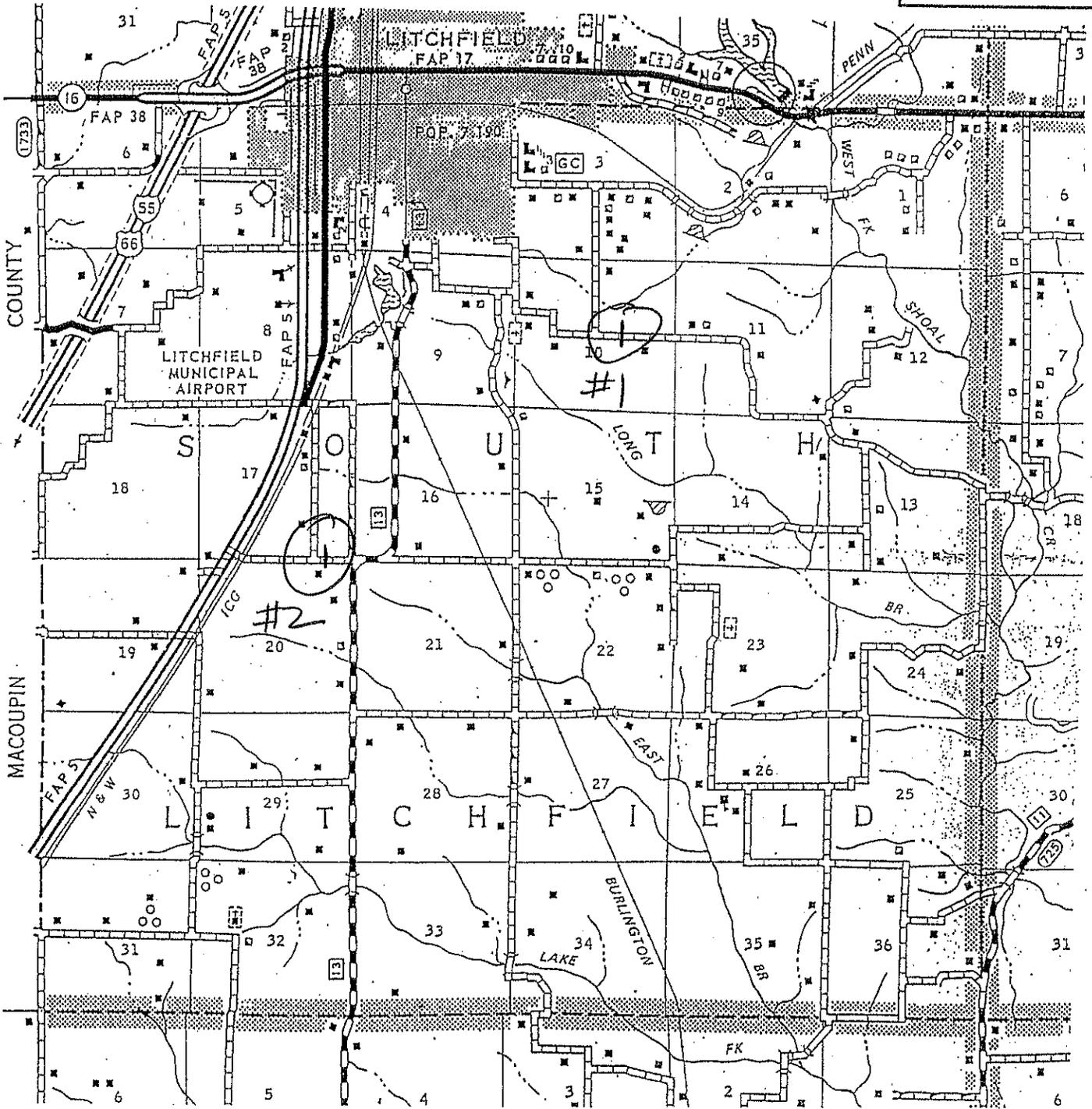
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

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 February, AD, 2006.

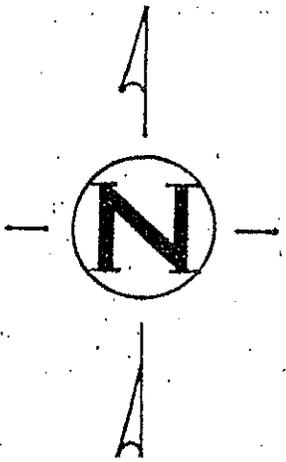
Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Rountree 50%

R. 5 W.



T. 8 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 15-06

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 \$1,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

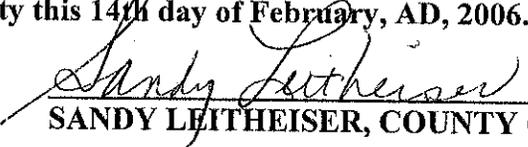
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	1027 B-CA, Location B N 9 th Avenue	See Attached Map	\$2,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of February, AD, 2006.

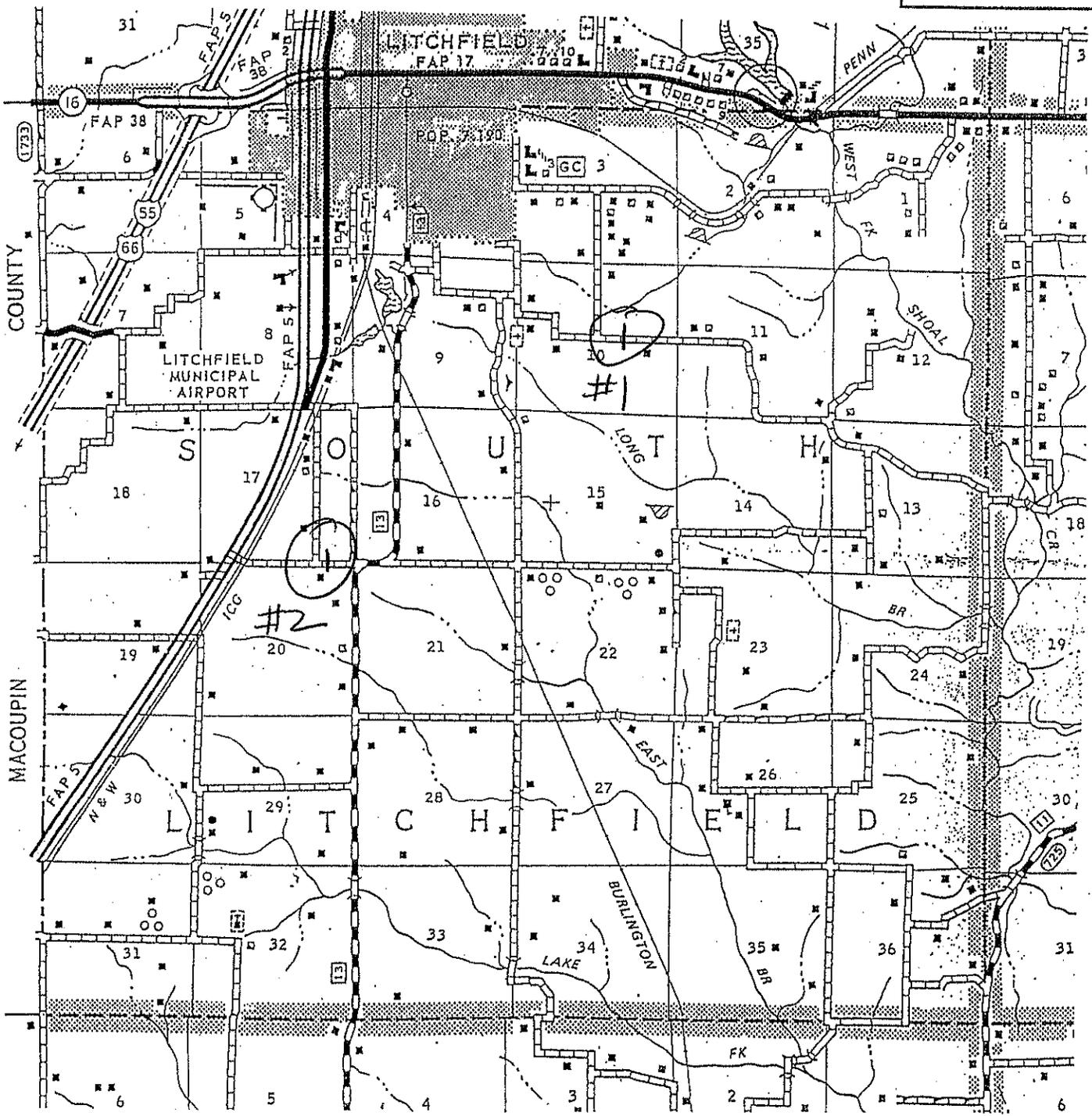
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of February, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Rountree 50%

SOUTH LITCHFIELD R. D.
R. 5 W., T. 8 N.

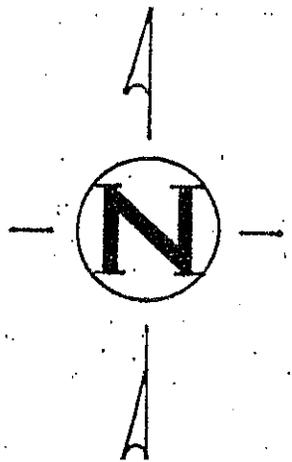
R. 5 W.



COUNTY

MACOUPIN

T. 8 N.



Local Agency	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
County		Allen Henderson and Associates, Inc
Section		Address
Project No.		907 South 4 th Street
Job No.		City
Contact Name/Phone/E-mail Address	Ms. Amy McNeal/217-532-6109	State
amymontgomeryco1@consolidated.net		IL
		Zip Code
		62703
		Contact Name/Phone/E-mail Address
		Chris Kohlrus/217-544-8033
		chrisk@ahaengineers.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2006 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name New Hope Road over Three Mile Branch Cr. Route FAS 2729 Length ± 1000' Structure No. 068-3042 Exist.
Termini F.A.S. 2729 (C.H. 24) over Three Mile Branch Creek- 4 miles north of Litchfield and one half of a mile west of Interstate 55.
068-3350 Prop.

Description: Replacement of an existing structurally deficient and functionally obsolete bridge.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Approve superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

- To furnish the ENGINEER all presently available survey data and information

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

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]
The total compensation for this project will not exceed \$17,877.48.

Direct Labor Multiple DLM = [(2.8 + R)DL] + IHDC

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

Specific Rate (Pay per element)

Lump Sum

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

With Retainage

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

Without Retainage

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

4. To pay the ENGINEER for Right of Way, channel change and easement surveys and plats, if required, in addition to the cost plus fixed fee not to exceed amount set forth in Section 2 of THE LOCAL AGENCY AGREES, hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in performing the services; but in no case shall the LA be billed at rates in excess of those listed on EXHIBIT A.

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

III. IT IS MUTALLY AGREED,

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

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. That should the LA require changes in any of the Bridge Design and Hydraulic Report, R.O.W., Plats, Easement, environmental documents, detailed construction plans, specifications or estimates after they have been approved by the LA, the LA shall pay the ENGINEER, in addition to the cost plus fixed fee not to exceed amount set forth in Section 2 of THE LOCAL AGENCY AGREES, hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in making such changes, but in no case shall the LA be billed at rates in excess of those listed on EXHIBIT A, nor shall the total compensation for changes made under the provisions of this section exceed \$6000.00 without renegotiation of the agreement and concurrence of the STATE.

10. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
11. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Executed by the LA:

County of Montgomery

(Municipality/Township/County)

ATTEST:

By: Sandy Lethersin
Montgomery County Clerk

By: Mike A. Hauer
Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

ATTEST:

Allen Henderson and Associates, Inc.

907 South 4th Street

Springfield, Illinois 62703

By: Christopher P. Hollus
Title: Vice-President

By: Mark A. Henderson
Title: President

Exhibit A
Preliminary Engineering

* Firm's approved rates on file with
IDOT's Bureau of Accounting and
Auditing:
Payroll Burden & Fringe Rate: 100 %
Overhead and Expense Rate: 17.1 %
Complexity Factor 0

Route: F.A.S. 2729 (C.H. 24) over Three Mile Branch
Local Agency: Montgomery County
Section:
Project:
Job No.:

Method of Compensation: Cost +fixed fee

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Manhours	Payroll Rate	Payroll Costs	Payroll Burden and Fringe Costs*	Overhead and Expenses*	Services By Others	In-House Direct Costs	Profit	Total
Survey	Sr. Civil Engr	16	\$31.00	\$496.00	\$496.00	\$84.82			\$165.42	\$1,242.23
	Sr. Cadd Tech	16	\$20.00	\$320.00	\$320.00	\$54.72			\$106.72	\$801.44
Hydraulic Report	Sr. Civil Engr	32	\$31.00	\$992.00	\$992.00	\$169.63			\$330.83	\$2,484.46
	Sr. Cadd Tech	16	\$19.50	\$312.00	\$312.00	\$53.35			\$104.05	\$781.40
Environ. & Project Report	Sr. Civil Engr	12	\$31.00	\$372.00	\$372.00	\$63.61			\$124.06	\$931.67
	Sr. Cadd Tech	8	\$20.00	\$160.00	\$160.00	\$27.36			\$53.36	\$400.72
	Clerical	4	\$15.90	\$63.60	\$63.60	\$10.88			\$21.21	\$159.29
Plan/Specifications	Sr. Civil Engr	40	\$31.00	\$1,240.00	\$1,240.00	\$212.04			\$413.54	\$3,105.58
	Sr. Str. Engr	40	\$33.25	\$1,330.00	\$1,330.00	\$227.43			\$443.56	\$3,330.99
	CADD Tech	40	\$20.00	\$800.00	\$800.00	\$136.80			\$266.80	\$2,003.60
	Clerical	4	\$15.90	\$63.60	\$63.60	\$10.88			\$21.21	\$159.29
QC/QA	Sr. Str Engr	12	\$33.25	\$399.00	\$399.00	\$66.23			\$133.07	\$999.30
	Sr. Civil Engr	12	\$31.00	\$372.00	\$372.00	\$63.61			\$124.06	\$931.67
Misc. & Coordination	Sr. Civil Engr	6	\$31.00	\$186.00	\$186.00	\$31.81			\$62.03	\$485.84
									\$0.00	\$0.00
Mileage: 2 trips at 100 miles at \$.40 = \$80								\$80.00		\$80.00
Totals		258		\$7,106.20	\$7,106.20	\$1,215.16		\$114.80	\$2,369.92	\$17,877.48

PUBLIC FUNDS
AUTHORIZATION RESOLUTION

8007 6 PAGE 68

I, Sandy Leitheiser, do hereby certify that I am Secretary of Montgomery County Board, Montgomery County, IL, Federal Tax Identification Number 37-6001661, a public entity organized under the laws of the State of Illinois, and that the following is a true, complete and correct copy of resolutions adopted at a meeting of the Board of Directors of said entity duly and properly called and held on the 14th day of February, 2006; that a quorum was present at said meeting; that said resolutions are set forth in the minutes of said meeting and have not been rescinded or modified.

RESOLVED, that NATIONAL BANK, hereinafter sometimes called the Bank be and it hereby is designated as a depository for our funds and any officer of this public entity is hereby authorized to open or cause to be opened an account or accounts with said Bank on such terms, conditions and agreements as shall be required by said Bank, to endorse or cause to be endorsed, in the name of this entity and to cash, to negotiate or to deposit or cause to be deposited in such account or accounts any money, checks, drafts, orders, notes and other instruments for the payment of money and to make any other agreements deemed advisable in regard thereto.

RESOLVED FURTHER, that checks, drafts or other withdrawal orders issued against the funds of this entity on deposit with said Bank may be signed by any 1 of the following:

(Insert One or Two)

Chris Matoush
Joyce Zerusea

and said Bank is hereby fully authorized to pay and charge to the account of this entity any checks, drafts or other withdrawal orders, so signed, including those payable to the individual order of the person signing the same and including also checks or other withdrawal orders payable to the said Bank or to any other person or corporation, which are applied in payment of any indebtedness owing to said Bank from the person or persons who signed such checks or other withdrawal orders.

RESOLVED FURTHER, that this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by said Bank.

RESOLVED FURTHER, that all transactions, if any, in respect to any deposits, withdrawal, rediscounts and borrowings by or in behalf of this entity with said Bank prior to the adoption of this resolution be and the same hereby are in all things ratified, approved and confirmed.

RESOLVED FURTHER, that any and all resolutions heretofore adopted by the Board of Directors of this entity and certified to said Bank as governing the operation of this entity's account(s) with it, be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing.

I further certify that the Board of Directors of this entity has, and at the time of adoption of said resolution had, full power and lawful authority of adopt the foregoing resolutions and to confer the powers therein granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this entity this 14th day of February, 2006

Milo A. Hawera
Attest by One Other Officer County Board Chairman

Sandy Leitheiser
Secretary

NOTICE: Prepare this form in duplicate - Forward the original copy to the Bank and retain the duplicate copy for your files. Also, complete all other forms furnished by the Bank (such as signature card, lease forms, etc.) and forward them to the Bank immediately, as they are absolutely necessary to carry out the directives of this authorization.

RESOLUTION NO. 06-01

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 11-100-059-99

as described in Certificate No. 207 sold November 15, 1999.

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 14th day of February, 2005.

Mike A. Hawes

CHAIRMAN

ATTEST:

Aandy Luthers

Clerk of the Board

Permanent Index No.: 11-100-059-99

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No. 158 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

200600031318
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEIBER
02-17-2006 At 11:43 am.
QUIT CLAIM 29.00
OR Book 1116 Page 244 - 246
Instrument Book Page
200600031318 OR 1116 244

DEED

Return Deed &
Mail Tax Statement To:

Robert Wigginton
18 Lake Terrace Ct
Troy, IL 62294

COPY

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: ROBERT E. DAVIS, LOIS A. DAVIS, ROBERT L. WIGGINTON AND ELIZABETH A. WIGGINTON AS JOINT TENANTS all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 11-100-059-99

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 14th day of February, 2006.

ATTEST:

Sandy Leitheiber
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Michael 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 February, 2006.

"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



Permanent Index No.: 11-100-059-99

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No. 158 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

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

765 ILCS 205/1 States in part:

800Y

6 PAGE 73

11-160-059-99

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

State of Illinois) SS.
County of Montgomery)

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

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

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

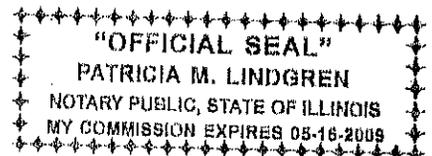
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

Affiant Signature

Subscribed and Sworn to before me this 14 day of February, 2006

Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

RESOLUTION NO. 06-02

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 11-100-059-00-50

as described in Certificate No. 194 sold November 15, 1999.

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 14th day of February, 2006.

Mike A. Hawes

CHAIRMAN

ATTEST:

Sandy Leithner

Clerk of the Board

Permanent Index No.: 11-100-059-00-50

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No. 150 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

Permanent Index No.: 11-100-059-00-50

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No. 150 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

11-100-059-00-50

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

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

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

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

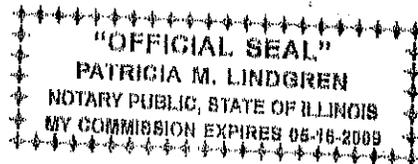
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

Affiant Signature

Subscribed and Sworn to before me this 14 day of February, 2006.

Notary Public



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

Affiant Signature

RESOLUTION NO. 06-03

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 11-100-059-00-43

as described in Certificate No. 200 sold October 30, 2000.

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 14th day of February, 2006.

Mike A. Havers

CHAIRMAN

ATTEST:

Sandy Litheriser

Clerk of the Board

Permanent Index No.: 11-100-059-00-43

**ATTACHMENT
LEGAL DESCRIPTION**

Units 143 & 144 in Deer Creek Condominium Campground as delineated on a survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration); all in Montgomery County, Illinois. 10-03-408-037

DEED

200600031314
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEIDER
02-17-2006 At 11:43 am.
QUIT CLAIM 29.00
DR Book 1116 Page 232 - 234
Instrument Book Page
200600031314 DR 1116 232

Return Deed &
Mail Tax Statement To:

Robert Wigginton
18 Lake Terrace Ct
Troy, IL 62294

COPY

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 11-100-059-00-43

antee 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 14th day of February, 2006.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leitheid
County Clerk of Montgomery County, Illinois

Michael 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 14th day of February, 2006.

"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



Permanent Index No.: 11-100-059-00-43

**ATTACHMENT
LEGAL DESCRIPTION**

Units 143 & 144 in Deer Creek Condominium Campground as delineated on a survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration); all in Montgomery County, Illinois.10-03-408-037

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

CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

Instrument Book Page
200600031314 OR 1116 234

11-100-059-00-43

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

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

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

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

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

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 14 day of February, 2006.

[Signature]
Notary Public

+++++
"OFFICIAL SEAL"
PATRICIA M. LINDGREN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08-16-2009
+++++

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

Affiant Signature

RESOLUTION NO. 06-04

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 11-100-059-00-47

as described in Certificate No. 193 sold November 15, 1999.

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 14th day of February, 2006.

Mike A. Havers

CHAIRMAN

ATTEST:

Sandy Lethbrun

Clerk of the Board

Permanent Index No.: 11-100-059-00-47

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No. 147 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

Permanent Index No.: 11-100-059-00-47

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No. 147 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

PLAT ACT - AFFIDAVIT

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

11-100-059-00-47

765 ILCS 203/1 States in part:

BOOK

PAGE 88

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

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 203/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

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

- ① Not a division of land (parcel already has an existing county real estate tax identification number)
- 2. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1939 and not involving any new streets or easements of access;
- 10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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

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

Paul Baker
Affiant Signature

Subscribed and Sworn to before me this 14 day of February, 2006.

Patricia M. Lindgren
Notary Public

 "OFFICIAL SEAL"
 PATRICIA M. LINDGREN
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 08-16-2009

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

Affiant Signature

RESOLUTION NO. 06-05

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 # 11-100-059-00-56

as described in Certificate No. 201 sold October 30, 2000.

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 14th day of February, 2006.

Milo A. Hauera
CHAIRMAN

ATTEST:
Sandy Luthers
Clerk of the Board

Permanent Index No.: 11-100-059-00-56

**ATTACHMENT
LEGAL DESCRIPTION**

Unit 156 in Deer Creek Condominium Campground as delineated on a survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration); all in Montgomery County, Illinois. 10-03-404-007

Permanent Index No.: 11-100-059-00-56

**ATTACHMENT
LEGAL DESCRIPTION**

Unit 156 in Deer Creek Condominium Campground as delineated on a survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration); all in Montgomery County, Illinois. 10-03-404-007

11-100-059-00-56

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

State of Illinois) SS.
County of Montgomery)

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

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

- 1. Not a division of land (parcel already has an existing county real estate tax identification number)
2. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
5. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
8. Conveyances made to correct descriptions in prior conveyances;
9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1939 and not involving any new streets or easements of access;
10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

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

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

[Signature]
Affiant Signature

Subscribed and Sworn to before me this 14 day of February, 2006.

[Signature]
Notary Public



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

Affiant Signature

FY 2006

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 (\$150,000), 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, 2006 and December 31, 2006, 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 2005 through November 30, 2006.
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 -	37
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2005 and continuing monthly thereafter for FY '06, the sum of \$1,494.99 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 '06 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

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

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

Continued on Page 3

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

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

10. The HAAS will submit a tentative FY '07 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '06.
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, 2005.
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.

Milo A. Hansen
County Board Chairman

2-14-06
Date

Attest:

Sandy Litzner
County Clerk

2/14/06
Date

HILLSBORO AREA ABULANCE SERVICE

Stephen R. Cullison
Authorized Representative

12-21-05
Date

President
Title

FY 2006

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (\$58,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 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, 2006 and December 31, 2006, 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 2005 through November 30, 2006.
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 -	37
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	04
Raymond / Harvel -	03
4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2005 and continuing monthly thereafter for FY '06, the sum of \$161.62 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 '06 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 '07 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '06.
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, 2006.
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. Hauer
County Board Chairman

2-14-06
Date

Attest:

Sandy Lethers
County Clerk

2/14/06
Date

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

Joe Webb
Authorized Representative

2-08-06
Date

President F/W AAS
Title

FY 2006

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, 2006 and December 31, 2006, 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 2005 through November 30, 2006.
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 -	37
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 2005 and continuing monthly thereafter for FY '06, the sum of **\$606.08** 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 '06 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 '07 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '06.
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.

Mike A. Huen
County Board Chairman

2.14.06
Date

Attest:

Sandy Leithiser
County Clerk

2/14/06
Date

NOKOMIS/WITT AREA ABULANCE SERVICE

[Signature]
Authorized Representative

12-21-05
Date

Manager
Title

FY 2006

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, 2006 and December 31, 2006, 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, 2005 through November 30, 2006.
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 -	37
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2005 and continuing monthly thereafter for FY '06, the sum of **\$1,656.61** 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 '06 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 '07 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, 2005, 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, 2005.
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 A. Hauen

County Board Chairman

2.14.06

Date

Attest:

Sandy Letherser

County Clerk

2/14/06

Date

LITCHFIELD AREA ABULANCE SERVICE

Tom Jones

Authorized Representative

2-8-06

Date

Mayor

Title

FY 2006

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, 2006 and December 31, 2006, 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 2005 through November 30, 2006.
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 -	37
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	04
Raymond / Harvel -	03

4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 2005 and continuing monthly thereafter for FY '06, the sum of \$121.02 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 '06 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 '07 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '06.
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.

Mike A. Hansen
County Board Chairman

2-14-06
Date

Attest:

Sandy Letherser
County Clerk

2/14/06
Date

RAYMOND/HARVEL AREA ABULANCE SERVICE

Robert E. Lange
Authorized Representative

1-30-06
Date

PRESIDENT
Title

FILED
FEB 14 2006

Montgomery County Ordinance
Hazardous Materials Emergency Response Reimbursement
Act

Sandra Leitheiser
COUNTY CLERK

Sec.1. Title. This Ordinance may be cited as the Hazardous Material Emergency Response Reimbursement Ordinance.

Sec.2. Intent. The County Board finds that the Emergency Response in all communities that respond to emergency incidents, particularly transportation related, may result in the community incurring expenses that cannot be readily absorbed without financial assistance. While responsible parties frequently reimburse responders for expended supplies and other costs incurred in response actions, it may require long periods of time to determine liability and costly litigation to recover costs incurred. During these time delays, communities may not be financially capable of replacing supplies, leaving the community unprotected in case of other incidents. Therefore; it is the intent of the County Board to establish the Hazardous Material Emergency Reimbursement Fund to alleviate the emergency incidents involving hazardous materials.

Sec.3. Definitions. As Used in this Act:

- (a) "Emergency action" means any action taken at or near the scene of a hazardous materials emergency incident to prevent or minimize harm to human health, to property, or to the environments from the unintentional release of a hazardous material.
- (b) "Emergency response agency" means a unit of local government or volunteer fire protection organization that provides:
- (c)
 - 1. firefighting services;
 - 2. emergency rescue services;
 - 3. emergency medical services;
 - 4. hazardous materials response teams; or
 - 5. civil defense.
- (d) "Responsible party" means a person who:
 - (1) owns or has custody of hazardous material that is involved in an incident requiring emergency action by an emergency response agency; or
 - (2) owns or has custody of bulk or non-bulk packaging or a transport vehicle that contains hazardous material that is involved in an incident requiring emergency action by an emergency response agency; and
 - (3) who caused or substantially contributed to the cause of the incident.
- (e) "Person" means an individual, a corporation, a partnership, an unincorporated association, or any unit of federal, State or local government.

- (f) "Annual budget" means the cost to operate an emergency response agency excluding personnel costs, which include salary, benefits and training expenses; and costs to acquire capital cost items.
- (g) "Hazardous material" means a substance or material in a quantity and form determined by the United States Department of Transportation to be capable of posing an unreasonable risk to health and safety or property when transported in commerce.
- (h) "Panel" means administrative panel.

Sec.4. Establishment.

The Emergency Response Reimbursement Fund in the County Treasury, hereinafter called the Fund is hereby created. Appropriations shall be made from the general revenue fund to the Fund. Monies in the Fund shall be used as provided in this Act.

Sec.5. Reimbursement to agencies.

- (a) It shall be the duty of the responsible party to reimburse, in a timely and reasonable manner, the emergency response agencies responding to a hazardous material emergency incident, and any private contractor responding to the incident at the request of an emergency response agency, for the costs incurred in the course of providing emergency action.
- (b) In the event that the emergency response agencies are not reimbursed by a responsible party as required under subsection (a), monies in the Fund shall be used to reimburse the emergency response agencies providing emergency action at or near the scene of a hazardous materials emergency incident subject to the following limitations:
 - (1) Cost recovery from the Fund is limited to replacement of expended materials including, but not limited to, specialized firefighting foam, damaged hose or other reasonable and necessary supplies.
 - (2) The applicable cost of supplies must exceed 2% of the emergency response agency's annual budget.
 - (3) A minimum of \$500 must have been expended.
 - (4) A maximum of \$10,000 may be requested per incident.
 - (5) The response was made to an incident involving hazardous material facilities such as rolling stock which are not in a terminal and which are not included on the property tax roles for the jurisdiction where the incident occurred.
- (c) Application for reimbursement from the Fund shall be made to the County Board Chairman or his designee. The County Board Chairman shall, through rulemaking, promulgate a standard form for such application. The County Board Chairman shall adopt rules for the administration of this Act.

Sec. 6. Reimbursement to the Fund.

The responsible party shall reimburse the Fund for money provided to emergency response agencies.

- (a) A voluntary contribution to the Fund or directly to an emergency response agency or private contractor does not constitute an admission of responsibility relative to this Act or to any other local, state or federal laws or regulations.
- (b) If no party to the incident provides reimbursement to the emergency responder or to the Fund, the State's Attorney may, at the request of the County Board, institute a civil action to recover costs.
- (c) In the event that the emergency response agency receives payment from any responsible party or the federal government, the emergency response agency shall pay into the Fund an amount equal to any reimbursement received from the Fund for that incident.

Sec.7. Administrative panel.

(a) An administrative panel, consisting of 7 members, shall be formed by the County Board Chairman. Members shall serve without compensation but shall be reimbursed from the Fund for their reasonable expenses incurred in the performance of their duties under this Act. The County Board Chairman or his Designee shall serve as chairman of the panel for an indeterminate term of years. The chairman shall appoint 6 members to the panel who shall serve for a term of not more than 2 years. The appointed members shall consist of:

- (1) Two members who are representatives from emergency response agencies;
 - (2) Three members who are representatives from industry, including but not limited to, the areas of industry such as manufacturing, transportation and bulk storage terminal facilities dealing in hazardous materials; and
 - (3) One member not affiliated or associated with emergency response agencies or industry.
- (b) The panel may meet at quarterly intervals each year. The chairman, at his discretion, may schedule additional meetings to meet the needs of the panel.
 - (c) The panel shall be responsible for:
 - (1) Reviewing claims made against the Fund and determining reasonable and necessary expenses to be reimbursed to an emergency response agency; and
 - (2) Affirming that the emergency response agency has made a reasonable effort to recover expended costs from the involved parties.
 - (d) Final decisions of the panel may be reviewed in accordance with the Administrative Review Law, as now or hereafter amended.

Sec.8. Fees.

Reasonable and necessary expenses to be reimbursed to an emergency response agency shall consist of but not be limited to the following:

- (1) Fees for the Montgomery County HazMat Team:
 - (a) \$1000.00 response fee.
 - (b) \$150.00 per hour per vehicle that responds to an incident.
 - (c) \$50.00 per hour per person that responds.
 - (d) Reimbursement for PPE Level B or Level A suits, boots and gloves, hard hats (NFPA 471 Compliant HAZMAT level A & B ensembles).
 - (e) Reimbursement for Fire Service and HazMat turn out gear (NFPA Standards 1971 Structural Turnout Gear).
 - (f) Reimbursement for any SCBA's contaminated or broken, including air tanks, masks, and regulators (NFPA 1981 Compliant).
 - (g) Reimbursement for clean-up of contaminated response vehicle, replacement of supplies used.
 - (h) Any injuries, ill effects, or health concerns that the HazMat personnel should encounter while on duty, and directly related to the spill/release, their physician fees, hospital fees shall be sent to and paid for up to five (5) years by the hauler, owner/operator, or corporation manufacturer of the hazardous product.
 - (i) It will be the responsibility of the Duty Officer to submit all changes to the EMA office within 30 days of any incident response.

- (2) Fees for All County EMS:
 - (a) \$500.00 per hour or any part of an hour response fee.
 - (b) \$125.00 per hour per vehicle that responds to an incident.
 - (c) \$100.00 per hour per person that would be on scene, on standby, for as long as medical personnel were requested.
 - (d) Additional fees may include regular ambulance transport charges if someone needed to be transported to a Medical Facility. Fees for supplies and equipment should EMS vehicle be depleted of supplies and equipment at the scene:
 - (e) Any injuries, ill effects, or health concerns that the Ambulance Personnel should encounter while on duty, and directly related to the spill/release, their physician fees, hospital fees shall be sent to and paid for up to five (5) years by the hauler, owner/operator, or corporation manufacturer of the hazardous product.
 - (f) It will be the responsibility of the Ambulance Director to submit all charges to the EMA office within 30 days of any incident response.

- (3) Fee's for County Fire Service:
 - (a) \$500.00 per hour or any part of an hour response fee.
 - (b) \$125.00 per hour per vehicle that responds to an incident.
 - (c) \$35.00 per hour per person that responds.
 - (d) Additional charges for any additional or extra material used.

- (e) Reimbursement and replacement of any Fire Service Turnout Gear with NFPA 1971 Compliant Gear.
- (f) Reimbursement for any SCBA's contaminated or broken, including air tanks, masks, and regulators (NFPA 1981 Compliant).
- (g) Any injuries, ill effects, or health concerns that the Fire Service personnel should encounter while on duty, and directly related to the spill/release, their physician fees, hospital fees shall be sent to and paid for up to five (5) years by the hauler, owner/operator, or corporation manufacturer of the hazardous product.
- (h) It will be the responsibility of the Fire Chief or his designee to submit all charges to the EMA office within 30 days of any incident response.

(4) Miscellaneous Charges that may be collected

- (a) Evacuation of Hospitals, and Nursing Homes-transport fees.
- (b) Overtime fees for the two county hospitals, (St. Francis and Hillsboro Area Hospital) directly related to a spill incident.
- (c) Replacement of hospital equipment (HazMat showers or other) if they become too contaminated to be cleaned and reused.
- (d) Reimbursement for any outside contractor services necessary for decontamination of hospital equipment and or facilities.
- (e) Transport fees if a mass evacuation is necessary for people who have no other means to move to a shelter. (Taxi's Ambulance, Public Transit, School Buses).
- (f) Payment for Alternate Housing-Hotel's, Motel's, and Shelter Facilities.
- (g) Food for mass feeding centers.
- (h) Moving and boarding of livestock to a safe location.
- (i) Boarding of Pets due to an evacuation of residential areas.
- (j) Drinking water due to contaminated water supply determined by State or County EPA.
- (k) Personal Clothing Items worn by any emergency responders
- (l) Payment to City, County and Township Highway Departments for equipment, and manpower overtime if working on clean-up of a spill.
- (m) Payment to another county if Mutual Aid is needed.
- (n) Payment for cleanup-Building, Highways, Water Supplies, Lakes, Ponds, and infrastructure damage.
- (o) Payment to Veterinarians, for health concerns related to the spill.
- (p) Any injuries, ill effects, or health concerns that county residents should encounter directly related to the spill/release. Their physician fees, hospital fees shall be sent to and paid for up to five (5) years by the hauler, owner/operator, or corporation manufacturer of the hazardous product.

(q) For residents needing to file a claim for reimbursement of any medical costs, it will be the responsibility of each individual to submit all charges along with a letter from their Physician stating the type of illness or injury caused by the spill and type of treatment given to the EMA office within 30 days of any incident.

Passed on this 14th day of February 2006

Approved:

Mike A. Hauer
Montgomery County Board Chairman

Attest:

Andy Lathen
Montgomery County Clerk

**RESOLUTION OF THE COUNTY BOARD
APPOINTING 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 Joseph M. Martin to fill the unexpired term of Raymond A. Held, who died December 14, 2005, 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 Joseph M. Martin shall be, and he is hereby, appointed to fill the unexpired term of the late Raymond A. Held, as one of the trustees of The Raymond Community Fire Protection District for a term to commence upon the date hereof and to end the first Monday in May, 2008, and

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

Hillsboro, Illinois, February 14, 2006.

Milo A. Hauera

Chairman

ATTEST

Sandy Leithiser

County Clerk

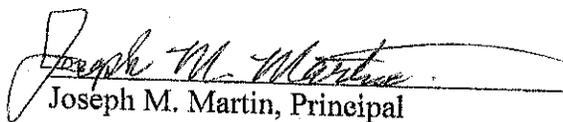
TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS that we, Joseph M. Martin, as principal, and Carol S. Rossi and Dennis M. Held, 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 14th day of February, 2006, the principal, Joseph M. Martin, was duly reappointed by the County Board of Montgomery County, Illinois, to fill the unexpired term of Raymond A. Held, one of the trustees of The Raymond Community Fire Protection District, who died December 14, 2005, whose term is 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 14th day of February, 2006.

 (SEAL)
Joseph M. Martin, Principal

 (SEAL)
Carol S. Rossi, Surety

 (SEAL)
Dennis M. Held, Surety

STATE OF ILLINOIS)
)
COUNTY OF MONTGOMERY) SS.

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 Joseph M. Martin, Carol S. Rossi and Dennis M. Held, 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 14th day of February, 2006.

Gerald Patrick Huber

Notary Public



GERALD PATRICK HUBER

ATTORNEY AT LAW
225 SOUTH MAIN STREET
POST OFFICE BOX 7
HILLSBORO, ILLINOIS 62049-0007

February 2, 2006

TELEPHONE: (217)532-2300
FACSIMILE: (217)532-2222

The Honorable Sandy Leitheiser
Montgomery County Clerk
Post Office Box 595
Hillsboro, Illinois 62049-1196

Re: placing the appointment of a fire-protection district trustee on the
County Board's February 14th-agenda

Dear Mrs. Leitheiser:

Pursuant to §5 of the Illinois Fire Protection District Act (70 ILCS 705/5), the Montgomery County Board of Supervisors is to appoint a trustee of The Raymond Community Fire Protection District to fill the unexpired term of Raymond A. Held, who died December 14th. Mr. Held's term would have expired the first Monday in May, 2008.

I will submit the requisite documents to you prior to the supervisor's meeting on Tuesday, February 14th; and in the meantime I ask that the matter be placed on the agenda for the board's review and approval at that meeting.

The trustee to be appointed is Joseph M. Martin. His term would begin February 14, 2006, and end May 5, 2008.

Thank you.

Sincerely,


Gerald Patrick Huber

GPH:map
pc: The Raymond Community
Fire Protection District

RESOLUTION ASKING APPOINTMENT OF TRUSTEE

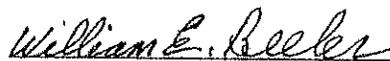
WHEREAS the term of office of Raymond A. Held, one of the trustees of The Raymond Community Fire Protection District, who died December 14, 2005, would expire, in due course, the first Monday in May, 2008,

AND WHEREAS, pursuant to §5 of the Illinois Fire Protection District Act (70 ILCS 705/5), a trustee should be appointed by the County Board of Montgomery County, Illinois, to fill the unexpired term of the late Raymond A. Held,

AND WHEREAS it is the opinion of William E. Beeler and James L. Hitchings, the remaining trustees of the fire-protection district, that Joseph M. Martin, a resident of the fire-protection district, who is qualified and willing to act as a 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 February, 2006, and do all things necessary and proper toward causing Joseph M. Martin to be appointed as trustee.

ADOPTED this 1st day of February, 2006.



President, Board of Trustees

ATTEST: 
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 1st day of February, 2006, 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 3rd day of February, 2006.

Secretary

RESOLUTION 06-06

WHEREAS, Chapter 55, Section 5/5-1005.5 of the Illinois Compiled Statutes allows the Montgomery County Board by resolution to submit to the voters the advisory question of public policy concerning the use of the method of Longwall Mining to mine coal in Montgomery County; and

WHEREAS, the Montgomery County Board desires to submit such a question to the voters at the November 7th, 2006 General Election;

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Board by this resolution orders that the proposition for an Advisory Public Policy question concerning the use of the method of Longwall Mining to be submitted in substantially the following form:

1. Should the Longwall Method of mining coal be prohibited in Montgomery County? Yes or No.

IT IS FURTHER RESOLVED, that the Montgomery County Clerk shall place this Question on the ballot of the November 7th, 2006 General Election.

PASSED this 14th day of March, 2006

Roll Call Vote:

Ayes: 17

Nays: 4

Present: 21

Absent: 0

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION NO. 06-07

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:

Southeasterly Thirty (30) feet of Lot Eight (8) in Block Twenty (20) in the Original Town now Village of Harvel situated in Village of Harvel in Montgomery County, Illinois.04-33-280-008

Parcel Index # 07-000-254-05

as described in Certificate No. 77 sold December 23, 2002.

WHEREAS, a public auction was held January 24, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of March, 2006.

Mike A. Hawes
CHAIRMAN

ATTEST:
Sandy Leithauer
Clerk of the Board

07-000-254-05

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

State of Illinois) SS.
County of Montgomery)

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

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

- ① Not a division of land (parcel already has an existing county real estate tax identification number)
- 2. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1939 and not involving any new streets or easements of access;
- 10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

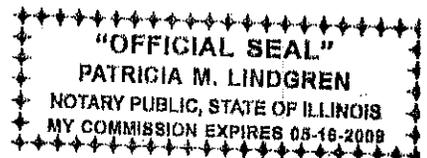
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

Affiant Signature

Subscribed and Sworn to before me this 16 day of February, 2006.

Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

RESOLUTION NO. 06-08

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

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

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

The second story of the Two story building located on the following described lots, South Twenty-three (23) feet Lot Two (2) and the Northeast Half (1/2) Lot Three (3) Block Four (4) Lots in Irving, situated in the County of Montgomery in the State of Illinois. 12-22-477-010

Parcel Index # 09-000-825-00

as described in Certificate No. 139 sold December 23, 2002.

WHEREAS, a public auction was held January 24, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of March, 2006.

Mike A. Hawes

CHAIRMAN

ATTEST:

Sandy Lathuier

Clerk of the Board

DEED

BOOK 6 PAGE 131

Return Deed & Mail Tax Statement To:

Village of Irving
P. O. Box 57
Irving, IL 62051

200600031808
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
03-14-2006 At 12:38 pm.
QUIT CLAIM 39.00
OR Book 1121 Page 191 - 192
RHEP Surcharge 10.00
Instrument Book Page
200600031808 OR 1121 191

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

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

The second story of the Two story building located on the following described lots, South Twenty-three (23) feet Lot Two (2) and the Northeast Half (1/2) Lot Three (3) Block Four (4) Lots in Irving, situated in the County of Montgomery, in the State of Illinois. 12-22-477-010

Permanent Index No.: 09-000-825-00

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 14th day of March, 2006.

ATTEST:

Sandy Leitheiser

MONTGOMERY COUNTY, TRUSTEE

Mike A. Havera

County Clerk of Montgomery County, Illinois

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 March 2006.

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

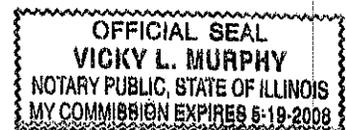
[Signature]

Buyer, Seller or Representative

Vicky L. Murphy

NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



version

09-000-825-00

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

CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

Instrument --- Book Page
200600031808 DR 1121 192

BOOK

6 PAGE 132

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

State of Illinois) SS.
County of Montgomery)

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

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

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

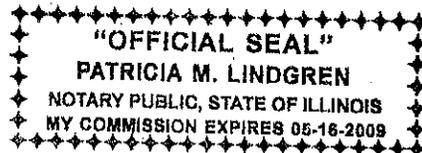
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

Affiant Signature

Subscribed and Sworn to before me this 14th day of March, 2006

Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

RESOLUTION NO. 06-09

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

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

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

Lot Eight (8) in Block Eighty-one (81) of the Addition to the Town, now City, of Litchfield, as platted by P. C. Huggins, situated in The City of Litchfield, Montgomery County, Illinois.10-03-477-012

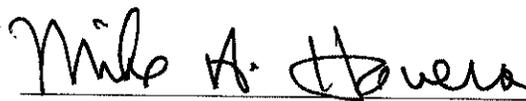
Parcel Index # 11-201-146-00

as described in Certificate No. 216 sold December 23, 2002.

WHEREAS, a public auction was held January 24, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of March, 2006.



CHAIRMAN

ATTEST:



Clerk of the Board

DEED

BOOK

6 PAGE 134

200600031807
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
03-14-2006 At 12:38 PM.
QUIT CLAIM 39.00
DR Book 1121 Page 189 - 190
RHSP Surcharge 10.00
Instrument Book Page
200600031807 DR 1121 189

Return Deed &
Mail Tax Statement To:

City of Litchfield
120 E Ryder
Litchfield, IL 62056

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

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

Lot Eight (8) in Block Eighty-one (81) of the Addition to the Town, now City, of Litchfield, as platted by P. C. Huggins, situated in The City of Litchfield, Montgomery County, Illinois. 10-03-477-012

Permanent Index No.: 11-201-146-00

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 14th day of March, 2006.

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.

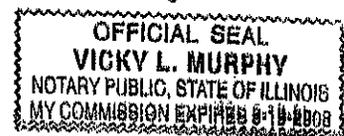
Given under my hand and notarial seal, this 14th day of March, 2006.

"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



11-201-146-00

PLAT ACT - AFFIDAVIT

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, 6-125 a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

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

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

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

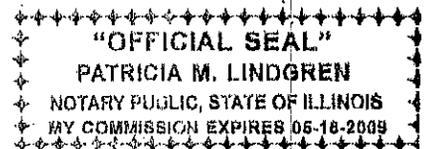
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Handwritten Signature]
Affiant Signature

Subscribed and Sworn to before me this 16 day of February, 2006.

[Handwritten Signature]
Notary Public



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

Affiant Signature

Municipality 4.2 Miles West of Fillmore	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds 800Y 6 PAGE 136	CONSULTANT	Name Allen Henderson & Associates, Inc.
Township Fillmore				Address 907 South 4 th Street
County Montgomery				City Springfield
Section 91-05118-00-BR				State Illinois

THIS AGREEMENT is made and entered into this 14th day of March, 2006 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name T. R. 307 over East Fork of Shoal Creek

Route T.R. 307 Length ±0.114 Mi. ±600 FT (Structure No. 068-3182 (E)
068-3312 (P))

Termini A point near the S.W. corner of the N.W. Quarter of Section 19, T. 8N., R. 2W. of the 3rd P.M.

Description:

The replacement of an existing structurally deficient precast prestressed concrete structure with a new precast prestressed concrete deck beam bridge.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	\$5000	%
Next \$50,000	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 1c, 1h, 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 1c, 1h. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

- 6 PAGE 138
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:
- 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 and lower limits of the awarded contract for fee determination purposes shall be 107% and 93%, respectively, of the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.
- By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LA:

ATTEST:

By

Sandy Lathen
Montgomery County
(Seal)

Clerk

Montgomery County

(Municipality/Township/County)

of the

State of Illinois, acting by and through its

County Board

By

Mike A. Havers

Title

Chairman

Executed by the ENGINEER:

ATTEST:

By

Christopher P. Hobbes

Title

Vice President

Allen Henderson & Associates, Inc.

907 S. 4th Street

Springfield, Illinois 62703

By

Mark A. Holman

Title

President

Authorized MFT Expenditure

Date

Department of Transportation

Regional Engineer

Siting Ordinance

March 6, 2006

Ms. Christine Daniels
County Coordinator
Historic Courthouse
P.O. Box 122
Hillsboro, IL 62049

Subject: Proposal to Review and Assess Pollution Control Facility Siting Ordinance
Patrick Proposal Number --- 2a603.048-a

Dear Ms. Daniels:

Patrick Engineering Inc. (Patrick) appreciates the opportunity to provide this proposal to you to assess the Montgomery County Pollution Control Facility Siting Ordinance and Host Agreement. This letter proposal provides a proposed scope of services, estimate of fee, and schedule.

SCOPE OF SERVICES

Patrick proposes to review the County's pollution control facility siting ordinance and recommend changes to Montgomery County and to organize the ordinance in line with the Illinois local siting review statutes (415 ILCS 5/39.2). Patrick will draft our assessments including recommendations based on the best available data and experiences of other Illinois counties. A draft will be sent to you for your review and comment prior to a final copy being prepared. Patrick will then meet with the County to go over the assessment and recommendations.

This scope of work does not include an update of the Montgomery County Solid Waste Management Plan. Patrick would be pleased to provide a separate proposal for review and update of the Plan after further discussion with the County.

RECOMMENDED FEE

Patrick recommends a fee of \$4,400 to complete the scope of work identified in this letter. The fee reflects the level of effort we estimate at this time required to satisfy the scope. If the scope is reduced or increased, the fee will likely need to be modified. Patrick will provide service on a time and materials basis not to exceed \$4,400. Patrick will provide monthly cost and status reports

SCHEDULE

Patrick is available to begin work within two weeks of notice to proceed. The initial draft can be prepared within three weeks of project start. The final report, meeting and update are expected to be complete within two weeks after the draft is reviewed and approved.

RESOLUTION 06- 10

RESOLUTION ADOPTING CAFETERIA PLAN / SUMMARY PLAN DESCRIPTION

The County Board of Montgomery County, Illinois, as Principal of Montgomery County (the Employer), hereby certifies the following:

BE IT RESOLVED, that the form of Cafeteria Plan / Summary Plan Description, herein referred to as the Plan, including a Dependent Care Flexible Spending Account, Health Flexible Spending Account, and Adoption Assistance Flexible Spending Account effective January 1, 2006, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

BE IT FURTHER RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

BE IT FURTHER RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan / Summary Plan Description by delivering to each employee a copy of the Cafeteria Plan / Summary Plan Description in the form of the Cafeteria Plan / Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibit A is a true copy of the Montgomery County Cafeteria Plan / Summary Plan Description approved and adopted in the foregoing resolutions.

APPROVED and ADOPTED this 14th day of March, 2006.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

Ordinance No. 06-11

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD, of the COUNTY OF MONTGOMERY, MONTGOMERY COUNTY, ILLINOIS as follows:

SECTION I: That the Montgomery County Enterprise Zone is hereby expanded to include the property included in the attached EXHIBIT A, which is attached hereto and made a part hereof by reference.:

SECTION II: That in connection with said real estate referred to in EXHIBIT A, the County 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 to include the property descriptions in EXHIBIT A.

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

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

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

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

PASSED AND ADOPTED This 14th day of March, 2006.

Ayes: 21

Nays: 0

Present: 21

Absent: 0

APPROVED This 14th day of March, 2006.

Mike A. Havera

Chairman: Mike Havera

ATTEST:

Sandy Leitheiser

County Clerk: Sandy Leitheiser

STATE OF ILLINOIS)
) SS
COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, do hereby certify that I am the County Clerk of the County of Montgomery, Illinois, and I do further certify that I am the keeper of the records, file ordinances, resolutions and records thereof of the County of Montgomery, Illinois, by virtue of my official position as aforesaid, and that the above and foregoing Ordinance No. _____, 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 14th day of March 2006, 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 14th day of March 2006.

MONTGOMERY COUNTY

BY: Sandy Leitheiser
SANDY LEITHEISER, County Clerk

(SEAL)

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

This Amendment to the County Enterprise Zone Ordinance and the Enterprise Zone Intergovernmental Agreement, which is dated the 14th day of March 2006, is made among the County of Montgomery, Illinois; the City of Hillsboro, Illinois; the City of Litchfield, Illinois; the City of Coffeen, Illinois, the Village of Schram City, Illinois; and the Village of Taylor Springs, Illinois.

SECTION I: Amendments:

Add Territory: That the County Enterprise Zone Ordinance shall be, and is, hereby amended to add territory to the Montgomery County Enterprise Zone. Said real estate is described in the attached EXHIBIT A, which is attached hereto and made a part hereof by reference.

Effective Date: That this amendment to the Enterprise Zone Intergovernmental Agreement dated above shall become effective upon the last to sign of the parties, and shall be recorded in the real estate records of Montgomery County, Illinois. That except as amended by this Amendment to Enterprise Zone Intergovernmental Agreement, the previous Enterprise Zone Intergovernmental Agreement and amendments thereto shall remain in full force and effect.

COUNTY OF MONTGOMERY, ILLINIOS:

Attest: By Mike A. Havera County Board Chairman, Sandy Feitner County Clerk, Date: 3/14/06

CITY OF HILLSBORO, ILLINOIS

Attest: By William Baran Mayor, Dana Bode City Clerk, Date: 3/14/06

CITY OF LITCHFIELD, ILLINOIS

Attest: By Thomas Jones Mayor, Marilyn S. Hauke City Clerk, Date: 3-16-06

VILLAGE OF SCHRAM CITY, ILLINOIS

Attest: By Michael L. Rhoades Mayor, Janet K. Stewart Village Clerk, Date: 4/3/06

VILLAGE OF TAYLOR SPRINGS, IL

Attest: By Carl Hallers Mayor, Cindy Laurent Village Clerk, Date: 3-21-06

CITY OF COFFEEN, ILLINOIS

Attest: By Dale Nowlan Mayor, Carolyn Cooper City Clerk, Date: 3-20-06

Exhibit A**DESCRIPTION OF PROPERTY FOR AMENDED AREA TO
THE MONTGOMERY COUNTY ENTERPRISE ZONE,
SPRING 2006.****Montgomery County Enterprise Zone Extension Description:**

Listed below are the legal descriptions of the various parcels of real estate proposed to be in Sections 31 and 29 that can be used for the Enterprise Zone:

1. All of Section 31 in Township 9 North, Range 5 West of the Third Principal Meridian, Montgomery County, Illinois, located West of Interstate 55.
2. Section 29 in Township 9 North, Range 5 West of the Third Principal Meridian, Montgomery County, Illinois, EXCEPTING that portion of said Section 29 which lies East of Interstate 55, all being located in Montgomery County, Illinois.
3. A portion of the Northwest Quarter of Section 32, Township 9 North, Range 5 West of the Third Principal Meridian lying West of Interstate 55, located in Montgomery County, Illinois.
4. That portion of the Southwest Quarter of Section 32, Township 9 North, Range 5 West of the Third Principal Meridian located West of Interstate 55, all located in Montgomery County, Illinois.
5. The North Half of Section 6 in Township 8 North, Range 5 West of the Third Principal Meridian located West of Interstate 55, all being located in Montgomery County, Illinois.

COMMON ADDRESS:

628 South Illinois Street
Litchfield, Illinois 62056-2716

LEGAL DESCRIPTION:

Lot 1 of Block 1 of Tyler's Third Addition to Litchfield recorded in Book 29 page 87 of the Montgomery County Records, and A tract of land in Block 2 of Mrs. Machler's Subdivision of Lots 2, 3, & 4 in Block 1 of Tyler's Third Addition to The Town of Litchfield recorded in plat book 58, page 104 of the Montgomery County Records, Township 8 North, Range 5 West of the Third Principal Meridian, being more particularly described as follows:

Beginning at the South East corner of lot 1 of Block 1 of Tyler's Third Addition to Litchfield recorded in Book 29 page 87 of the Montgomery County Records, thence: along the south line of Lot 1 North 89 degrees 23 minutes 41 seconds West a distance of 536.00 feet to a point in the south line of Lot 22 in Block 2 of Mrs. Machler's Subdivision of Lots 2,3,& 4 in Block 1 of Tyler's Third Addition to the Town of Litchfield said point being distant 109.00 feet East of the South West corner of aforesaid lot 22, thence: North 0 degrees 2 minutes 29 seconds East a distance of 550.00 feet to a point in the North line of Lot 2 in Block 2 of Mrs. Machler's Subdivision of Lots 2,3,& 4 in Block 1 of Tyler's Third Addition to the Town of Litchfield said point being distant 109.00 feet East of the North West corner of aforesaid lot 2, thence: along the North line of Lots 2 and 1 in aforesaid Block 2 South 89 degrees 23 minutes 41 seconds East a distance of 156.00 feet to the North East corner of Lot 1 of Block 2 of Mrs. Machler's Subdivision of Lots 2,3,& 4 in Block 1 of Tyler's Third Addition to the Town of Litchfield, thence: North 0 degrees 2 minutes 29 seconds East a distance of 32.67 feet to a point, thence: South 89 degrees 23 minutes 41 seconds East a distance of 379.00 feet to a point being the North East corner of Lot 1 of Block 1 of Tyler's Third Addition to Litchfield, thence along the East line of aforementioned Lot 1 South 0 degrees 3 minutes 25 seconds East a distance of 582.68 feet to the point of beginning. Containing 306,908 square feet, or 7.045 acres more or less.

COMMON ADDRESS:

627 South Illinois Street
Litchfield, Illinois 62056-2716

LEGAL DESCRIPTION:

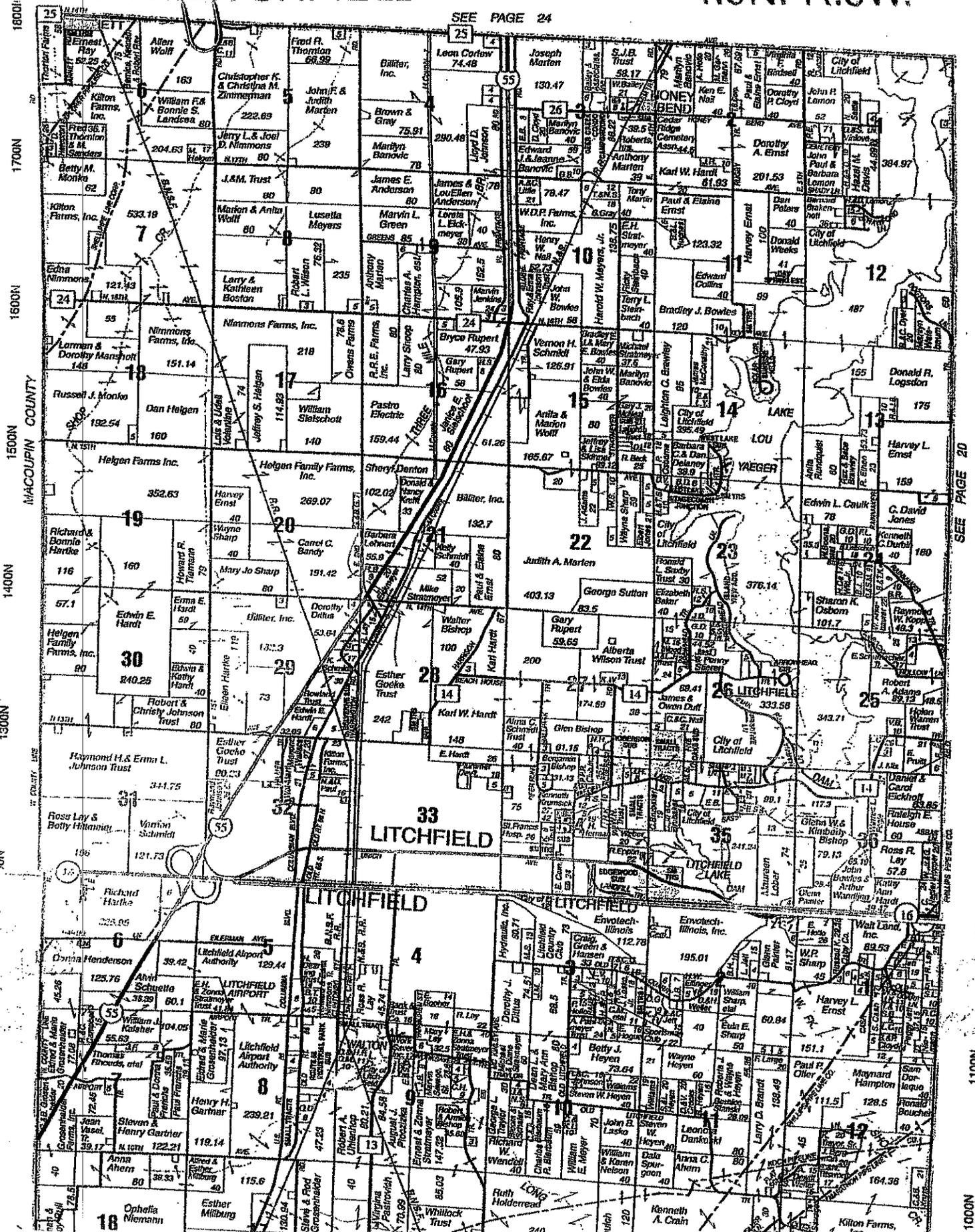
A tract of land in Block 3 of Mrs. Machler's subdivision of Lots 2,3, & 4 in Block 1 of Tyler's Third Addition to the Town of Litchfield recorded in plat book 58, page 104 of the Montgomery County Records. Township 8 North, Range 5 West of the Third Principal Meridian, being more particularly described as follows:

Beginning at the southwest corner of Lot 20 in Block 3 of Mrs. Machler's subdivision of Lots 2,3, & 4 in Block 1 of Tyler's Third Addition to the Town of Litchfield recorded in plat book 58, page 104 of the Montgomery County Records. Thence along the east line of a 12' wide alley North 0 degrees 2 Minutes 29 Seconds East a distance of 350.00 feet to the Northwest corner of Lot 8, thence: along the north line of lot 8 North 89 degrees 23 Minutes 41 Seconds West a distance of 169.00 feet to a point in the center line of Illinois Street 50 feet wide, thence: along the center line of Illinois Street South 0 degrees 2 Minutes 29 Seconds West a distance of 350.00 feet to a point, thence: North 89 degrees 23 Minutes 41 Seconds West a distance of 169.00 feet to the point of beginning. Containing 58,974 square feet, or 1.353 acres more or less.

NORTH LITCHFIELD

T.9N.-R.5W.

SEE PAGE 24



SEE PAGE 20

1100N

1000N

N 5W

#06-12

**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 William E. Beeler 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 William E. Beeler 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, 2006, and to end the first Monday in May, 2009, and

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

Hillsboro, Illinois, March 14, 2006.

Mike A. Hawek
Chairman

ATTEST: Sandy Letheiser
County Clerk

RESOLUTION ASKING REAPPOINTMENT OF TRUSTEE

WHEREAS the term of office of William E. Beeler as one of the trustees of The Raymond Community Fire Protection District will expire the first Monday in May, 2006,

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, 2006, for a term of three years commencing on the first Monday in May next after such appointment,

AND WHEREAS it is the opinion of James L. Hitchings and Joseph M. Martin, the remaining trustees of the fire-protection district, that William E. Beeler, 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, 2006, and do all things necessary and proper toward causing William E. Beeler to be reappointed as trustee.

ADOPTED this 1st day of March, 2006.

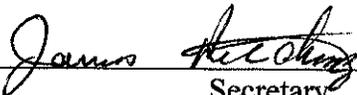
William E. Beeler
President, Board of Trustees

ATTEST: James Hitchings
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 1st day of March, 2006, 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 6th day of March, 2006.



Secretary

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS that we, William E. Beeler, as principal, and Carol S. Rossi and Dennis M. Held, 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 14th day of March, 2006, the principal, William E. Beeler, 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, 2009,

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 14th day of March, 2006.

William E. Beeler (SEAL)
William E. Beeler, Principal

Carol S. Rossi (SEAL)
Carol S. Rossi, Surety

Dennis M. Held (SEAL)
Dennis M. Held, Surety

STATE OF ILLINOIS)
)
 COUNTY OF MONTGOMERY) SS.

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 William E. Beeler, Carol S. Rossi and Dennis M. Held, 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 14th day of March, 2006.



Gerald Patrick Huber

 Notary Public



Illinois Department of Transportation

Resolution Requesting Consent of the Department of Transportation to the Appointment of an Acting County Engineer

WHEREAS, a vacancy exists in the office of the County Engineer in Montgomery County, Illinois, due to the death, removal from office, or resignation of the incumbent County Engineer, Amy (McNeal) Giesing which occurred on April 11, 2006 and

WHEREAS, in accordance with Section 5-204 of the Illinois Highway Code, the County Board must request the consent of the Department before the appointment of an Acting County Engineer can be made, and

WHEREAS, this Board, due to the emergency, did on April 11, 2006, appoint Kenny Pezold Acting County Engineer;

THEREFORE, BE IT RESOLVED, that the Montgomery County Board does hereby request the consent and approval of the Department of Transportation of the State of Illinois to the appointment of Kenny Pezold as Acting County Engineer, and

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

STATE OF ILLINOIS)
COUNTY OF Montgomery)

I, Sandy Leithers, County Clerk in and for the County and State aforementioned and keeper of the records and files of said county office, hereby certify that the foregoing is a true and correct statement and copy of a resolution passed by the Montgomery County Board at its meeting held at Historic Courthouse, Hillsboro on 4/11/2006

TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of April, A.D. 2006

Sandy Leithers
County Clerk

(SEAL)

RESOLUTION 06 - 13

RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM

- (City of Hillsboro
- (Town of _____
- (County of Montgomery
- (STATE OF ILLINOIS

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

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

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

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

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

PASSED this 11th day of April, 2006.

Mike A. Havera
MIKE HAVERA, CHAIRMAN

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

**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 HARVEL 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 HARVEL of Montgomery County has agreed to pay an amount of \$5,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

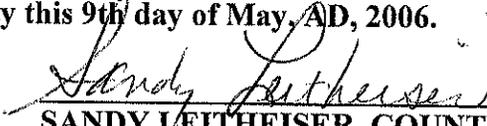
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HARVEL	1028 B-CA, E 8 th Road	See Attached Map	\$11,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2006.

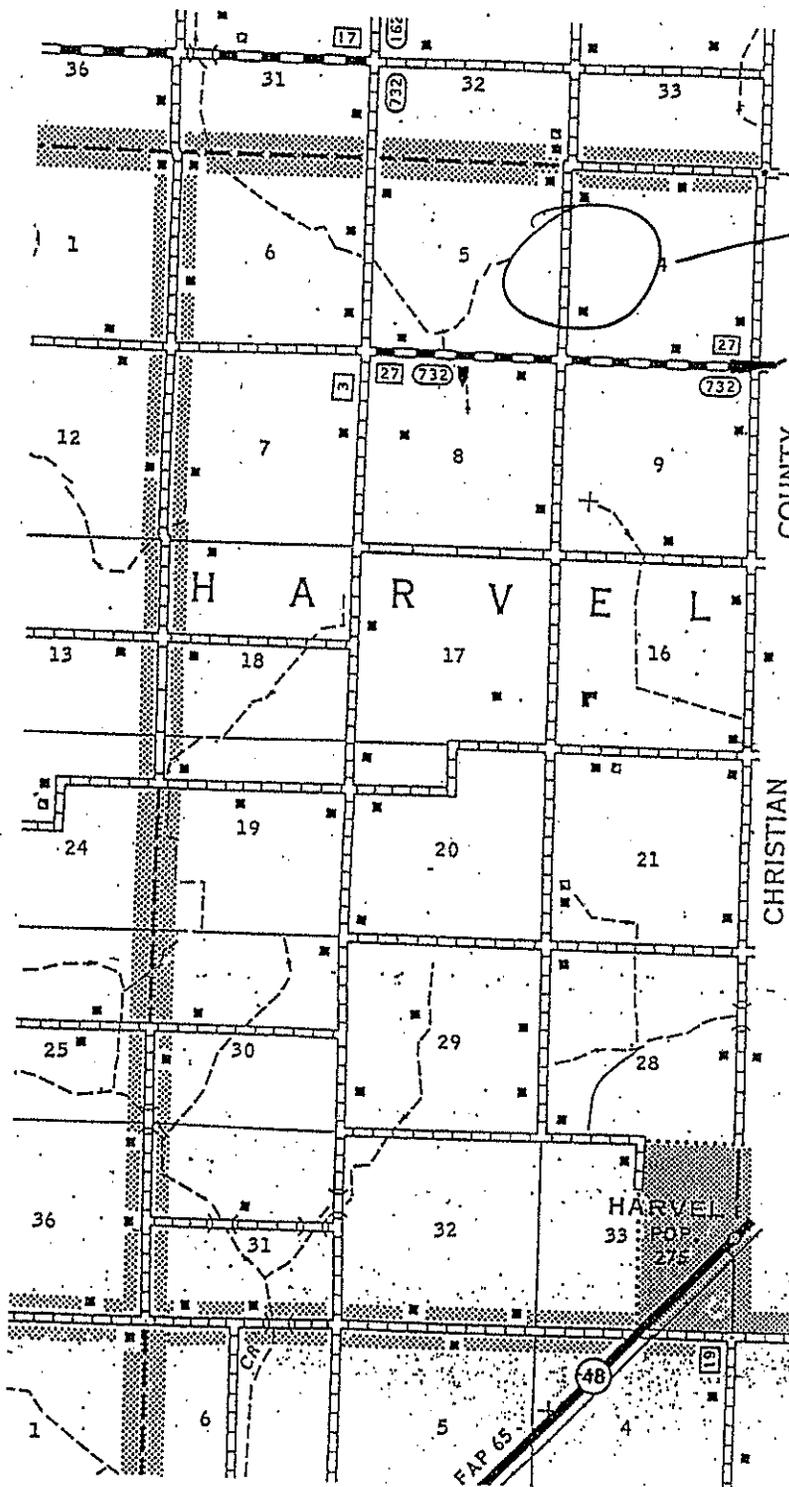
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Harvel 50%

HARVEL R. D.
R. 4 W., T. 11 N.

R. 4 W.



2/ small pipes
NEXT TO
Each other

Morrisville Road.

COUNTY

4-

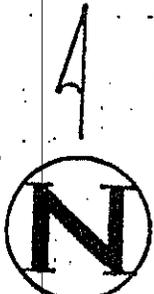
36" x 40' pipes

maybe
put in

3 Anch of

36" TALL

maybe 2-4'
longer.



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 17-06**

**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 \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

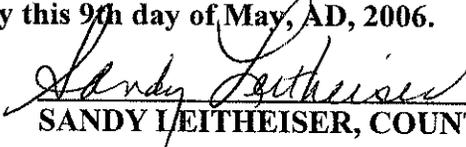
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	1029 B-CA, Location A E 21st Road	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 to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2006.

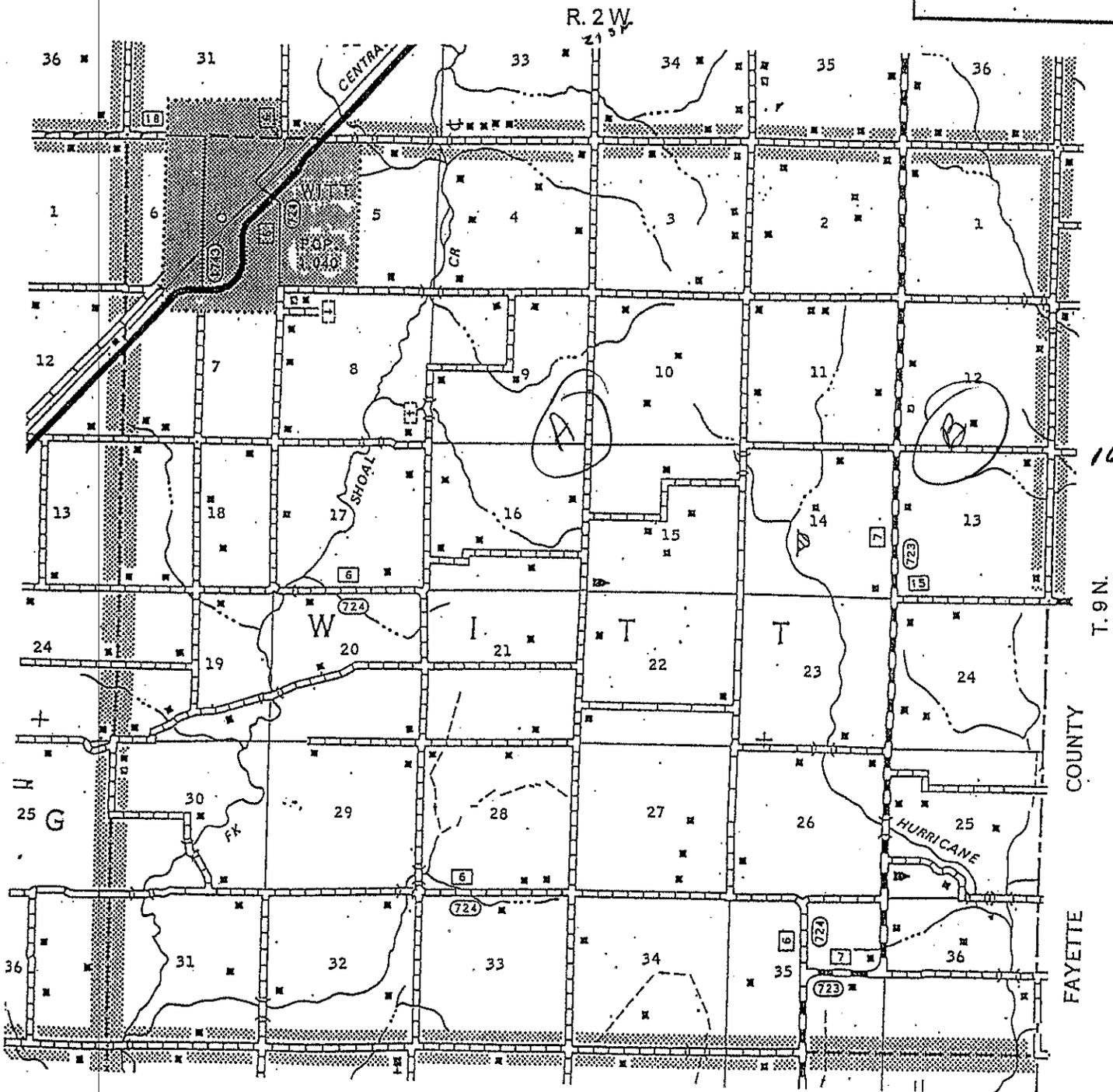
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Witt	50%

WITT R. D.
R. 2 W., T. 9 N.

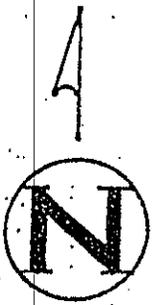


16

T. 9 N.

COUNTY

FAYETTE



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 18-06**

**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 \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

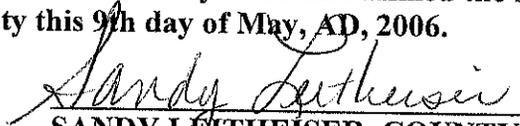
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	1029 B-CA, Location B N 16th Avenue	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 to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 2004.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2006.

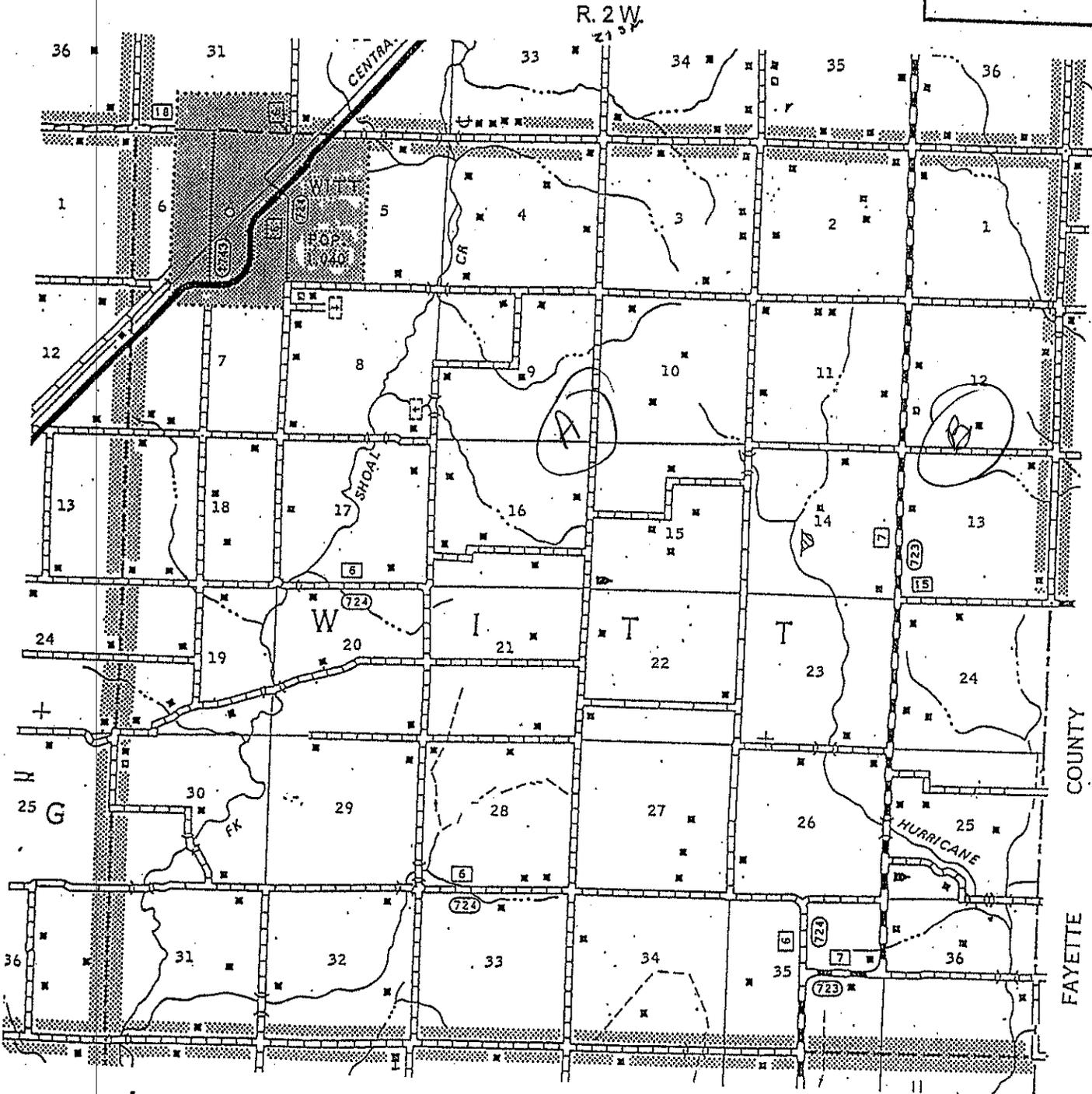
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Witt	50%

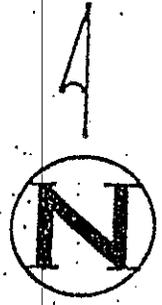
WITT R. D.
R. 2 W., T. 9 N.



167

T. 9 N.

FAYETTE COUNTY



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: _____
Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: X Mike A. Hawes
Chairperson, Montgomery County Board

ATTEST:

Sandy Lutherson
Montgomery County Clerk

Ordinance

ORDINANCE NUMBER 06-14
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 9th day of May 2006, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 21

PRESENT 20

AYE 20

NAY 0

Sandy Leithner

Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 9th day of May 2006.

Mike A. Hawes

Chairman of County Board of Montgomery County, Illinois

RESOLUTION NO. 06-15

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

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 13-000-441-01

as described in Certificate No. 298 sold October 29, 2001.

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

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 9th day of May, 2006.

Milo A. Hawes

CHAIRMAN

ATTEST:

Sandy Luthers

Clerk of the Board

Permanent Index No.: 13-000-441-01

**ATTACHMENT
LEGAL DESCRIPTION**

A part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section (18) Township Ten (10) North, Range Four (4) west of the Third 3rd. Principal Meridian beginning at a point on the Southwest line of Southworth street directly opposite the Southeast side of the Southwest end of McGown Street, thence running One Hundred and Fifty Eight (158) feet Southeast along the South line of Southworth Street; Thence Two Hundred and Thirty Two (232) feet Southwest, thence One Hundred and Fifty eight (158) feet Northwest; Thence Two Hundred and thirty two (232) feet Northeast to the place of beginning EXCEPT: That part described as beginning at a point on the south west line of Southworth street, directly opposite the southeast side of the south west end of McGown Street, thence running One hundred and forty two (142) feet southeast along the south line of Southworth Street, thence One hundred (100) feet south west, thence One hundred forty two (142) feet Northwest, thence one hundred (100) feet northeast to the place of beginning, situated in the village of Raymond, (114/553), and EXCEPT; that part described as at a point on the Southwest line of Southworth street, directly opposite the Southeast side of the Southwest end of McGown Street, thence running One Hundred (100) feet Southwest, thence One Hundred Forty two (142) feet Southeast, Thence fifty (50) feet Southwest; Thence One Hundred Forty Two (142) feet Northwest; Thence Fifty (50) feet Northeast to the place of beginning, (114/553), and, EXCEPT; that part described as beginning at a point on the southwest line of Southworth Street directly opposite the southeast side of the of the southwest end of McGown Street, thence running one hundred fifty (150) feet southwest, thence one hundred fifty eight (158) feet southeast; thence eighty two (82) feet southwest; thence one hundred fifty eight (158) feet northwest; thence eighty two (82) feet northeast to the place of beginning.(115/575) 06-18-208-012

DEED

BOOK 6 PAGE 168

Return Deed &
Mail Tax Statement To:

Village of Raymond
P. O. Box 87
Raymond, IL 62560

200600032825
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
05-09-2006 At 12:14 pm.
DCD NO CHRG .00
DR Book 1131 Page 349 - 351
Instrument Book Page
200600032825 DR 1131 349

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

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.: 13-000-441-01

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 9th day of May, 2006.

ATTEST:

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

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

STATE OF ILLINOIS

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 9th day of May, 2006.

"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.: 13-000-441-01

**ATTACHMENT
LEGAL DESCRIPTION**

A part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section (18) Township Ten (10) North, Range Four (4) west of the Third 3rd. Principal Meridian beginning at a point on the Southwest line of Southworth street directly opposite the Southeast side of the Southwest end of McGown Street, thence running One Hundred and Fifty Eight (158) feet Southeast along the South line of Southworth Street; Thence Two Hundred and Thirty Two (232) feet Southwest, thence One Hundred and Fifty eight (158) feet Northwest; Thence Two Hundred and thirty two (232) feet Northeast to the place of beginning EXCEPT: That part described as beginning at a point on the south west line of Southworth street, directly opposite the southeast side of the south west end of McGown Street, thence running One hundred and forty two (142) feet southeast along the south line of Southworth Street, thence One hundred (100) feet south west, thence One hundred forty two (142) feet Northwest, thence one hundred (100) feet northeast to the place of beginning, situated in the village of Raymond, (114/553), and EXCEPT; that part described as at a point on the Southwest line of Southworth Street, directly opposite the Southeast side of the Southwest end of McGown Street, thence running One Hundred (100) feet Southwest, thence One Hundred Forty two (142) feet Southeast; Thence fifty (50) feet Southwest; Thence One Hundred Forty Two (142) feet Northwest; Thence Fifty (50) feet Northeast to the place of beginning, (114/553), and, EXCEPT; that part described as beginning at a point on the southwest line of Southworth Street directly opposite the southeast side of the of the southwest end of McGown Street, thence running one hundred fifty (150) feet southwest, thence one hundred fifty eight (158) feet southeast; thence eighty two (82) feet southwest; thence one hundred fifty eight (158) feet northwest; thence eighty two (82) feet northeast to the place of beginning.(115/575)
06-18-208-012

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

BOOK

6 PAGE 170

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY
CLERK/RECORDER OF MONTGOMERY COUNTY Instrument Book Page
765 ILCS 205/1 States in part: 200600032825 OR 1131 351

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

State of Illinois) SS.
County of Montgomery)

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

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

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

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

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

Affiant Signature

Subscribed and Sworn to before me this 7 day of April, 2006

Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

319
total
Judges

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 4th JUDICIAL CIRCUIT
Montgomery COUNTY

REPORT OF SELECTION OF ELECTION JUDGES AND APPLICATION FOR
CONFIRMATION BY THE CIRCUIT COURT

Application is hereby made by Sandy Leithuis, County Clerk for confirmation
(election authority)
and approval of the following-named persons as Election Judges.

These people have been selected and approved by the Board as provided by law on May
9th, 2006, and said Board hereby requests a court order
instructing the Clerk of commission the Election Judges upon completion of the required training course
and after all of the objections to the appointment of said people shall have been heard by the court.

Date May 9th, 06
Sandy Leithuis
(Clerk)

(Seal)

The Circuit Court of said County hereby sets the date for hearing on objections to the confirmation
and approval of said prospective judges on May 23rd, 2006 at 9:00 AM
in _____ (time)

Anyone having knowledge of any reason why these individuals should not be confirmed and approved by
this court must file his objection in writing on or before the opening of court on said day.

(SEAL)

Date _____

(Judge)

ATTEST _____
(Court Clerk)

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

I therefore order the Said Clerk to commission the candidates for Election Judges, who will fulfill their
duties as officers of this court.

(SEAL)

Date _____

(Judge)

ATTEST _____
(Court Clerk)

STATE OF ILLINOIS -- MONTGOMERY COUNTY

Continuation Sheet

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

Clerk _____

Precinct						
R/D	Name	Addr1	Addr2	City	St Zip	Phone
Audubon						
De	Diane Corridori-Davidson	29083 New Bethel Ave.		Ramsey	IL 62080	539-4329
De	Betty Ann Fleet	27012 N. 17th Ave.		Nokomis	IL 62075	539-4454
Rep	Dorothy Archibald	17291 E. 25th Rd.		Nokomis	IL 62075	563-2470
Rep	Rita Brown	402 S. Walnut St.	P.O. Box 1	Ohlman	IL 62076	563-7405
Rep	Wilma Clark	24014 Hillside Ave.		Nokomis	IL 62075	563-7073
Rep	Marinel Graden	21375 Ohlman Rd.		Nokomis	IL 62075	825-4522
Rep	Doris Huber	16302 E. 26th Rd.		Nokomis	IL 62075	563-7146
Bols D' Arc						
De	Donna Martiñ	114 Stieren St.		Farmersville	IL 62533	227-3690
De	Tammy Stieren	4013 Mine Ave.		Farmersville	IL 62533	227-3385
De	Barbara Stottler	311 Nora St.	P.O. Box 151	Farmersville	IL 62533	227-4128
Rep	Dorothy Caudle	402 Leonard St.		Farmersville	IL 62533	227-3751
Rep	Judith Caudle	12 Circle Dr.		Farmersville	IL 62533	227-3409
Rep	Tabitha Dean	305 S. Cleveland St.	P.O. Box 212	Farmersville	IL 62533	227-3581
Rep	Margurette Moore	202 N. Newton St.	P.O. Box 43	Farmersville	IL 62533	227-3671
Rep	Carol Rovey	32104 Bud Rd.		Farmersville	IL 62533	227-3696
Rep	Pat Sloman	34173 E. 9th Rd.		Morrisonville	IL 62546	526-3477
Butler Grove						
De	Kathryn Dagon	209 Lands End		Hillsboro	IL 62049	532-3118
De	Veronica Groom	824 Cherry St.	P.O. Box 261	Butler	IL 62015	532-5450
De	Dorothy Wilson	904 Water St.	P.O. Box 162	Butler	IL 62015	532-2540
Rep	Betty McBroom	819 Water St.	P.O. Box 177	Butler	IL 62015	532-5864
Rep	Helen Niehaus	17117 Montgomery Trail		Butler	IL 62015	532-2273
Rep	Patricia Pence	800 City Lake Rd.		Hillsboro	IL 62049	532-2859
Rep	David Pence	800 City Lake Rd.		Hillsboro	IL 62049	532-2859

Præinct

Name	Addr1	Addr2	City	St Zlip	Phone
East Fork #1					
De Jill Durbin	506 W. 3rd St.		Coffeen	IL 62017	534-1261
De Elzie Garrett	15020 IL Rt. 185	P.O. Box 494	Hillsboro	IL 62049	534-6397
De Donna Jones	409 Cundiff		Coffeen	IL 62017	534-2555
De Patsy Kimbro	17 Jakes Ln.		Coffeen	IL 62017	534-6093
De Doris Thacker	17182 IL Rt. 185		Coffeen	IL 62017	534-2586
Rep Beverley B. Davis	16462 Ticky Point Tr.		Coffeen	IL 62017	534-2286
Rep Sharon Ricke	870 Red Ball Trail		Coffeen	IL 62017	534-2490
Rep Donna White	309 S. Central St.		Coffeen	IL 62017	534-2259
East Fork #2					
De Lisa Coleman	500 East Street		Donnellson	IL 62019	537-3070
De Alma Snider	2424 Walnut Grove		Donnellson	IL 62019	537-3323
Rep Janice Atteberry	2274 IL Rt. 127		Donnellson	IL 62019	537-1279
Rep Dale Chaplin	15309 Mount Moriah Ave.		Donnellson	IL 62019	537-3261
Rep Janet Chaplin	15309 Mount Moriah Ave.		Donnellson	IL 62019	537-3261
Rep Nelda Christin	12231 Mt. Moriah Ave.		Donnellson	IL 62019	537-3538
Rep Bonnie Davison	2296 IL Rt 127		Donnellson	IL 62019	537-3529
Rep M Marie Massey	92 McQuern Lane		Hillsboro	IL 62049	537-3241
East Fork #3					
De Faye Conrad	615 Market St.		Hillsboro	IL 62049	532-6330
De Sherry McCulley	624 Lakeside Knolls		Hillsboro	IL 62049	532-3192
De Dorothy Reitz	506 Broadway St.		Hillsboro	IL 62049	532-3746
De Christine Walters	2105 Miller Ave.		Hillsboro	IL 62049	532-5495
De Joan Ferber	1913 Miller St.		Hillsboro	IL 62049	532-3259
De Janet Hosick	2209 Schram Ave.		Hillsboro	IL 62049	532-6024
Rep Deanna McQuern	2804 Jackson St.		Hillsboro	IL 62049	532-2024
Rep Jean Mehochko	2204 School St.		Hillsboro	IL 62049	532-6474
Rep Gloria Woods	1912 Frey Ave.		Hillsboro	IL 62049	532-6359
East Fork #4					
De Margie Brewer	89 Happy Ln.		Coffeen	IL 62017	534-2537
De Frances Cole	204 Cumberland		Coffeen	IL 62017	534-6258
De Freida Perfetti	17255 IL Rt. 185		Coffeen	IL 62017	534-6051
De Martha Spinner	17047 N. 9th Ave.		Hillsboro	IL 62049	534-2201
Rep Marilyn Clearwater	406 Grand Ave.	P.O. Box 242	Coffeen	IL 62017	534-5659
Rep Nancy Kershaw	303 N. Elm St.	P.O. Box 68	Coffeen	IL 62017	534-6277
Rep Darline Spears	303 North Rd.	P.O. Box 187	Coffeen	IL 62017	534-6486

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Precinct

R/D	Name	Addr1	Addr2	City	St Zlfp	Phone
Fillmore						
De	Sally Beeson	120 W. Walnut St.	P.O. Box 65	Fillmore	IL 62032	538-2537
De	Diane Cerutti	10177 Bended Tr.		Irving	IL 62051	538-2292
De	Evadine Smith	53 Nice Lane		Fillmore	IL 62032	538-2047
De	Melba Webster	220 S. Palmer St.	P.O. Box 53	Fillmore	IL 62032	556-3399
Rep	Mary Applegate	418 E. Pine St.	P.O. Box 91	Fillmore	IL 62032	538-2528
Rep	Janet Blackburn	94 Settle Tr.		Fillmore	IL 62032	538-2508
Rep	Debra Davidson	7153 Burg Rd.		Fillmore	IL 62032	538-2678
Rep	Braunda Hopwood	8395 Nokomis Road		Fillmore	IL 62032	538-2306
Rep	Mary G. Malloy	6193 Burg Rd.		Fillmore	IL 62032	538-2636
Grisham #1						
De	Penelope Casey	224 Gum St.	P.O. Box 771	Panama	IL 62077	537-3561
De	Karen Chesser	219 Elder St.	P.O. Box 647	Panama	IL 62077	537-3584
De	Wilhelmina Degani	735 North Ave.	P.O.Box 11	Panama	IL 62077	537-3447
De	Sharon Phillips	209 Brush St.	P.O. Box 822	Panama	IL 62077	537-3052
De	Cindy Willman	720 North Ave.	P.O. Box 26	Panama	IL 62077	537-3437
Rep	Robert Carver	518 North Ave.		Panama	IL 62077	537-3595
Rep	Reginold Carver	518 North Ave.	P.O. Box 693	Panama	IL 62077	537-3595
Rep	Rosie Carver	518 North Ave.	P.O. Box 693	Panama	IL 62077	537-3595
Rep	Aynella Gibson	7417 Shoal Creek Trail		Walshville	IL 62091	272-4405
Rep	Betty Malisia	509 North Ave.	P.O. Box 856	Panama	IL 62077	537-3063
Rep	Myrna Moore	5774 Walshville Tr.		Walshville	IL 62091	272-4489
Grisham #2						
De	Margaret Fenton	8384 HilltopTr.		Hillsboro	IL 62049	532-5765
De	Alice Moyer	5126 IL. Rt. 127		Hillsboro	IL 62049	532-2090
De	Sheila Spaeth	81 Spaeth Ln.		Hillsboro	IL 62049	537-3220
Rep	Elizabeth Boehler	4121 IL Rt. 127		Hillsboro	IL 62049	537-3085
Rep	Amy Reincke	1069 Fox Hunt Tr.		Hillsboro	IL 62049	537-3159
Rep	Don Sturgeon	401 Adams St.	P.O. Box 13	Donnellson	IL 62019	537-3229
Harvel						
De	Sharon Lyons	25016 E. 8th Rd.		Harvel	IL 62538	229-4493
De	Marilyn Murphy	29111 Black Diamond Tr.		Harvel	IL 62538	229-3368
Rep	Bert Land	204 Holmer	P.O. Box 183	Harvel	IL 62538	229-3126
Rep	Susan Lebeck	26092 E. 8th Rd.		Harvel	IL 62538	229-4295
Rep	Gregory Marsch	8211 N. 28th		Morrisonville	IL 62546	526-3253
Rep	Marilyn Smith-Land	204 Holmer	P.O. Box 183	Harvel	IL 62538	229-3126

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Name	Addr1	Addr2	City	St Zip	Phone
Hillsboro #1					
De Virginia Cameron	225 N. Douglas St.		Hillsboro	IL 62049	532-5332
De Esther Colyer	819 E. Seward		Hillsboro	IL 62049	532-6208
De Lynnette Fugate	131 N. Douglas St.		Hillsboro	IL 62049	532-2687
De Ann Marie Isaacs	202 N. Welch St.		Hillsboro	IL 62049	532-2785
De Deanne Jones	103 Independence Dr.		Hillsboro	IL 62049	532-5728
De Jami Ryan	609 E. Brailley		Hillsboro	IL 62049	532-9207
Rep John Eades	202 N. Main St.		Hillsboro	IL 62049	532-2107
Rep Mary Jane Hoff	642 Parkside St.		Hillsboro	IL 62049	532-6527
Hillsboro #2					
De Madeline Baker	310 E. Water St.		Hillsboro	IL 62049	532-2097
Rep Doris Lentz	87 Burdell Ln.		Hillsboro	IL 62049	532-6513
Rep Charles Lentz	87 Burdell Ln.		Hillsboro	IL 62049	532-6513
Hillsboro #3					
De Donald Coufal	804 Keller Ave.		Hillsboro	IL 62049	532-2153
De R. Gene Eskew	845 S. Oak St.		Hillsboro	IL 62049	532-3488
De Gerry Hamblin	620 Fairmont Pl.		Hillsboro	IL 62049	532-9380
Rep Fern Burke	807 Smith Ln.		Hillsboro	IL 62049	532-3207
Rep Paulette Gabriel	805 Smith Lane		Hillsboro	IL 62049	NL
Rep Billy Hefley	913 St. Louis		Hillsboro	IL 62049	532-2063
Rep Thomas Hoff	205 Pleasant St.		Hillsboro	IL 62049	532-3515
Rep Judy James	895 Edgewood Dr.		Hillsboro	IL 62049	532-6364
Rep Rusty Kirby	528 School St.		Hillsboro	IL 62049	532-3830
Rep Cynthia Vance	714 Chase St.		Hillsboro	IL 62049	532-3460
Hillsboro #4					
De Billie Greene	#2 Tremont Terrace		Hillsboro	IL 62049	532-7926
De Sharon Noyes	130 S. Welch St.		Hillsboro	IL 62049	532-6026
De Mildred Noyes	900 E. Seward St.		Hillsboro	IL 62049	532-3560
De Madeline Springer	1027 E. Tremont St.		Hillsboro	IL 62049	532-2368
De Mary Terneus	1005 McClellan St.		Hillsboro	IL 62049	532-2306
Rep Randy Mollett	1033 Bell Place		Hillsboro	IL 62049	532-5455
Rep Betty Schrempp	1305 Vandalia Rd.		Hillsboro	IL 62049	532-3102

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Precinct

R/D	Name	Addr1	Addr2	City	St Zlfp	Phone
Hillsboro #5						
De	Dennis DalCanton	725 W. Kinkead Rd.		Hillsboro	IL 62049	532-5885
De	Frances F. Renken	46 Country Ln.		Hillsboro	IL 62049	532-5115
De	Marvis Sorrell	30 Briarwood Dr.		Hillsboro	IL 62049	532-2012
Rep	Nancy Hertel	28 Hilltop Dr.		Hillsboro	IL 62049	532-2436
Rep	Margaret Kessinger	223 Plain Lane		Walshville	IL 62091	272-4294
Rep	Chrissie Lentz	11468 Walshville Tr.		Hillsboro	IL 62049	532-2635
Rep	Margaret Rambo	1154 S. Oak St.		Hillsboro	IL 62049	532-2650
Hillsboro #6						
De	Lillie May Bugg	301 Mill Ln.	P.O. Box 277	Taylor Springs	IL 62089	532-5889
De	Barbara Dobrinic	707 W. Brown St.	P.O. Box 178	Taylor Springs	IL 62089	532-2547
De	Patricia Greek	602 Livingston St.	P.O. Box 117	Taylor Springs	IL 62089	532-6720
De	Vera Homa	707 W. Main St.	P.O. Box 179	Taylor Springs	IL 62089	532-5488
De	Shirley Page	304 East St.		Hillsboro	IL 62049	532-9261
De	Peggy Westbrook	1803 Summit St.		Hillsboro	IL 62049	532-5610
Rep	Rosella Long	216 E. Hargrave	P.O. Box 280	Taylor Springs	IL 62089	556-9555
Rep	Karen Wayne	630 Kinkead Road		Hillsboro	IL 62049	532-2799
Irving						
De	Heidi Houck	12180 Coffeen Rd.	PO. Box 307	Irving	IL 62051	533-4485
De	Tracy Jurgena	467 Pine St.	P.O. Box 129	Irving	IL 62051	533-4494
De	Michele Reincke	16327 Reincke Ave.		Irving	IL 62051	533-4665
De	Janice Stolte	104 Harrys Lane		Irving	IL 62051	533-4572
De	Terrie Van Huss	309 S. Pine St.	P.O. Box 254	Irving	IL 62051	533-4428
Rep	Leora Caulk	319 N. Oak St.	P.O. Box 174	Irving	IL 62051	533-4639
Rep	Sharol Hayes	15011 N. 17th Ave.		Irving	IL 62051	594-7304
Rep	Hazel Redman	15073 Seven Sisters		Irving	IL 62051	533-4382
Rep	Deneta Schmedeke	225 N. Vine St.	P.O. Box 184	Irving	IL 62051	533-4557
Nokomis #1						
De	Laura Cachera	486 E. Bertolino St.		Nokomis	IL 62075	563-2067
De	Beverly Carroll	571 W. Lincoln St.		Nokomis	IL 62075	563-7119
De	Loretta Cassidy	425 W. Lincoln St.		Nokomis	IL 62075	563-2465
De	Joanne Greenwalt	385 Crickenberger St.		Nokomis	IL 62075	563-7139
De	Sandy Jachino	476 S. 6th St.		Nokomis	IL 62075	563-8505
Rep	Meta Brookshire	191 E. Haller Ave.		Nokomis	IL 62075	563-2071
Rep	Janet Cocagne	1296 Weaver St.	P.O. Box 189	Nokomis	IL 62075	563-7757
Rep	Pauline Pehianich	189 S. 3rd		Nokomis	IL 62075	563-2154

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	Name	Addr1	Addr2	City	St Zip	Phone
Nokomis #2						
De	Patsy Epley	214 N. Pine St.		Nokomis	IL 62075	563-8398
De	Jennie Roberts	120 Monroe St.		Nokomis	IL 62075	563-7376
De	Nancy Tosetti	19177 E. 19th Rd.		Witt	IL 62094	563-2238
De	Jeanne Voyles	419 N. Vine St.		Nokomis	IL 62075	563-2942
Rep	Betty Adden	23030 E. 19th Rd.		Nokomis	IL 62075	563-2995
Rep	Joyce Grieves	123 N. Pine		Nokomis	IL 62075	563-2795
Rep	Herbert Grieves	123 N. Pine St.		Nokomis	IL 62075	563-2795
Rep	Lenore Ruppert	20244 N. 24th Ave.		Nokomis	IL 62075	563-2846
Rep	Mary Tomazzoli	412 N. Cedar St.		Nokomis	IL 62075	594-2298
Nokomis #3						
	E. Pauline Berns	516 S. Pine St.		Nokomis	IL 62075	563-7348
De	Matthew Golitko	604 Carl St.		Nokomis	IL 62075	563-7003
De	Lyle McElroy	321 S. Pine St.		Nokomis	IL 62075	563-2601
Rep	Joann Graden	640 Starr		Nokomis	IL 62075	563-2897
Rep	Shirley Menin	300 S. Walnut St.		Nokomis	IL 62075	563-2169
Rep	Patricia Ruppert	219 W. South St.		Nokomis	IL 62075	563-7603
Rep	Mary J. Scheller	122 S. Pine St		Nokomis	IL 62075	563-7327
Rep	Donald Tooléy	611 Sanford St.		Nokomis	IL 62075	563-2129
Rep	Ruth Tooley	611 Sanford St.		Nokomis	IL 62075	563-2126
Nokomis #4						
De	Linda Dirks	415 N. Williams		Nokomis	IL 62075	563-8618
De	Tincie Sabol	700 Lincoln St.		Nokomis	IL 62075	563-2209
	Lois Stewart	318 Chestnut St.		Nokomis	IL 62075	563-8594
De	Gloria Wendling	315 Lincoln St.		Nokomis	IL 62075	563-2842
Rep	Ruth Ann Bróers	710 N. Spruce St.		Nokomis	IL 62075	563-7104
Rep	Marion Dahlér	306 N. Elm St.		Nokomis	IL 62075	563-8695
Rep	June German	320 N. Maple		Nokomis	IL 62075	563-2677
Rep	Carl Keele	327 Henry St.		Nokomis	IL 62075	563-8366
Rep	Christl A. Laurie	307 N. Elm St.		Nokomis	IL 62075	563-7553

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Precinct

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R/D	Name	Addr1	Addr2	City	St Zlip	Phone
Nokomis #5						
De	Stephen Bowers	23125 Hillside Ave.		Nokomis	IL 62075	563-7855
De	Tina Bowers	23125 Hillside Ave.		Nokomis	IL 62075	563-7855
De	Janice Foster	518 School St.		Nokomis	IL 62075	563-7240
De	Sharon Lehnén	502 E. Union St.		Nokomis	IL 62075	563-7247
De	Evelyn Pavolko	508 E. Water St.		Nokomis	IL 62075	851-2800
De	Shirley Pavolko	518 Young St.		Nokomis	IL 62075	563-2482
Rep	Kathryn Finley	623 Miller St.		Nokomis	IL 62075	563-2339
Rep	Michelle Hill	604 Capps Ave.		Nokomis	IL 62075	563-7350
Rep	Mildred Wunderlich	714 Capps Ave.		Nokomis	IL 62075	563-7310
North Litchfield #1						
De	Dorothy Carroll	204 Ball Park Tr.		Litchfield	IL 62056	324-5578
De	James Jr. Gipson	1907 N. Jackson St.		Litchfield	IL 62056	324-5405
Rep	Mary Bathurst	116 Horseshoe Ln.		Litchfield	IL 62056	324-2044
Rep	Kristen Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep	Marlyn Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep	Linda Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep	Marie Benning	820 N. Madison St.		Litchfield	IL 62056	324-6719
Rep	Robert Hardt	3049 Beach House Tr.		Litchfield	IL 62056	324-5148
Rep	James Kinney	156 Horseshoe Ln.		Litchfield	IL 62056	324-4594
North Litchfield #2						
De	Lacey Dwyer	1417 N. Monroe St.		Litchfield	IL 62056	324-6708
De	Vicky Prickett	810 N. State St.		Litchfield	IL 62056	324-4320
De	Janice Sielschott	704 N. Jackson St.		Litchfield	IL 62056	324-5345
Rep	Bernice Frerichs	914 N. Van Buren		Litchfield	IL 62056	324-2612
Rep	Judy Juenger	221 E. Hauser		Litchfield	IL 62056	324-7704
Rep	Marilyn Knutson	1401 N. Van Buren		Litchfield	IL 62056	324-4584
North Litchfield #3						
De	Paula Birkenkamp	1215 N. Walnut St.		Litchfield	IL 62056	324-0321
De	Terry Birkenkamp	1215 N. Walnut St.		Litchfield	IL 62056	324-0321
De	Ellen Clelland	725 N. Franklin St.		Litchfield	IL 62056	324-3136
Rep	Carol Blankenship	1602 N. Harrison St.		Litchfield	IL 62056	324-3448
Rep	Beverly Hartke	1101 N. Chestnut St.		Litchfield	IL 62056	324-5079
Rep	Robert Nickerson	31 Northcrest Dr.		Litchfield	IL 62056	324-5114

Name	Addr1	Addr2	City	St Zllp	Phone
North Litchfield #4					
Rep Bonnie Hartke	13314 W. County Line Rd.		Litchfield	IL 62056	825-5583
Rep Shirley Helgen	1204 N.15th Ave.		Litchfield	IL 62056	324-3861
Rep Norma Jane Nail	2365 Greens Ave.		Litchfield.	IL 62056	324-2221
Rep Marilyn Niehaus	1211 N. Madison St.		Litchfield	IL 62056	324-4748
Rep Donna Spencer	1003 N. Madison		Litchfield	IL 62056	324-2036
North Litchfield #5					
De Michelle Brakenhoff	315 N. Montgomery Ave.		Litchfield	IL 62056	324-5556
De Julianna Elizondo	802 E. Union St.		Litchfield	IL 62056	324-5556
Rep Sylvia Boehme	401 N. Montgomery St.		Litchfield	IL 62056	324-2347
Rep Larry Hartke	308 Apache Dr.		Litchfield	IL 62056	324-2331
Rep David Rentz	19 Howard St.		Litchfield	IL 62056	324-6324
Rep Barbara Rentz	19 Howard St.		Litchfield	IL 62056	324-6324
North Litchfield #6					
De Kathy Burris	192 Willowwood		Litchfield	IL 62056	324-9399
De Charles Chenoweth	1215 N. Illinois Ave.		Litchfield	IL 62056	324-4049
De Phyllis Harshman	620 N. Walnut St.		Litchfield	IL 62056	324-5842
De Kimber Millis	1957 E. Union St.		Litchfield	IL 62056	324-6299
De Marilyn Morgan	12406 Roberson Rd.		Litchfield	IL 62056	324-2708
De Erma Niehaus	20 Circle Dr.		Litchfield	IL 62056	324-3281
De Jacqueline Stowe	12389 Roberson Rd.		Litchfield	IL 62056	324-3841
Rep Donna Brown	46 Circle Dr.		Litchfield	IL 62056	324-3848
Rep Ronald Buehrer	36 Pinewood Rd.		Litchfield	IL 62056	324-5853
Rep Hans Mizera	1205 N. Locust St.		Litchfield	IL 62056	324-7927
Rep Christine Owens	904 N. Locust St.		Litchfield	IL 62056	324-3575
Rep Peggy Street	1115 E. Hauser		Litchfield	IL 62056	324-6533
Rep Lois Volentine	1009 E. Clark St.		Litchfield	IL 62056	324-4074
Pitman					
De Tammie Eliason	113 S. Pitman		Waggoner	IL 62572	227-3015
De Leanne Farrar	239 S. Starr St.		Waggoner	IL 62572	414-9156
De Barbara Farrar	483 W. South	P.O. Box 71	Waggoner	IL 62572	227-4115
Rep Avis Apps	282 N. Wing St.	P.O. Box 74	Waggoner	IL 62572	227-3652
Rep Mildred Brockmeyer	28002 E. Frontage Rd.		Farmersville	IL 62533	227-3728
Rep Pauline Fuchs	28172 E. 2nd Rd.		Farmersville	IL 62533	227-3545

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Precinct

R/D	Name	Addr1	Addr2	City	St Zlfp	Phone
Raymond						
De	Dana K. Broaddus	107 S. Elm St.	P.O. Box 463	Raymond	IL 62560	229-3505
De	Sandra Carron	503 S. McGown St.	P.O. Box 407	Raymond	IL 62560	229-4586
De	Verna June Hefley	107 S. Oak St.	P.O. Box 441	Raymond	IL 62560	229-3585
De	Roberta Mitts	702 E. Broad St.	P.O. Box 42	Raymond	IL 62560	229-3455
De	Barbara Pope	306 S. Railroad	P.O. Box 243	Raymond	IL 62560	229-3348
De	Karen Small	502 E. Broad St.	P.O. Box 317	Raymond	IL 62560	229-3532
Rep	Michelle Benning	11106 N. 20th Ave.		Raymond	IL 62560	229-3472
Rep	Melissa Dean	101 S. Lewis St.	P.O. Box 255	Raymond	IL 62560	229-3138
Rep	Mary Mizera	401 S. McElroy St.	P.O. Box 439	Raymond	IL 62560	229-3346
Rep	Joe Mizera	401 S. McElroy St.	P.O. Box 439	Raymond	IL 62560	229-3346
Rep	Charity Mizera	409 E. Broad St.	P.O. Box 231	Raymond	IL 62560	229-3542
Rep	Lois Riemann	209 N. Railroad St.	P.O. Box 481	Raymond	IL 62560	229-4475
Rep	Karen Stewart	303 N. Oak St.		Raymond	IL 62560	229-3010
Rountree						
Rep	Darlene Bruntjen	12157 N. 22nd Ave.		Harvel	IL 62538	229-3250
Rep	Melba Keiser	18132 E. 17th Rd.		Witt	IL 62094	594-2287
Rep	Brenda Tuetken	16285 N. 20th Ave.		Witt	IL 62094	563-2194
S. Fillmore						
De	Gloria Branum	22179 Horse Ave.		Fillmore	IL 62032	538-2298
De	Marilyn Harvey	5028 Harvey Trail		Coffeen	IL 62017	534-2215
De	Rose Wilkerson	23226 Muddy Trail		Fillmore	IL 62032	538-2072
Rep	Wilma Brackenbush	3460 Wonder Tr.		Fillmore	IL 62032	538-2221
Rep	Anna Marie Nobbe	20317 School House Ave.		Coffeen	IL 62017	534-6000
Rep	Sandra Ricke	3599 Wonder Tr.		Fillmore	IL 62032	538-2639
S. Litchfield #1						
De	Judith Hemken	2301 N. 9th Ave.		Litchfield	IL 62056	324-5320
De	Kirby Sarah	120 E. Tyler Ave.		Litchfield	IL 62056	324-0660
De	Eunice Swanson	818 S. Franklin Ave.		Litchfield	IL 62056	324-5633
De	Ray Swanson	818 S. Franklin St.		Litchfield	IL 62056	324-5633
Non	Jerry Huffman, Jr.	843 S. State St.		Litchfield	IL 62056	324-5885
Non	Jennifer Odle	842 S. Franklin St.		Litchfield	IL 62056	324-5458
Non	Barbara Osborn	1000 W. Tyler St. Apt. A.		Litchfield	IL 62056	324-5238
Rep	William Fleming	18 Ridge Dr.		Litchfield	IL 62056	324-5809
Rep	Connie Frerichs	601 Airport Trail		Litchfield	IL 62056	324-3527
Rep	Lila Irvine	900 S. State St.		Litchfield	IL 62056	324-4246

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D Name	Addr1	Addr2	City	St Zlip	Phone
S. Litchfield #2					
De Connie Barry	704 S. Walnut St.		Litchfield	IL 62056	324-3580
De Jeane Jones	603 E. Buchanan St.		Litchfield	IL 62056	324-4645
De Betty Zumwalt	114 E. Columbia St.		Litchfield	IL 62056	324-4430
Non Lynette Gowans	606 S. Walnut St.		Litchfield	IL 62056	618-975-1523
Non Ronald Loyd	723 E. Tyler Ave.		Litchfield	IL 62056	324-5019
Non Darwin Rosenthal	601 S. Montgomery Ave.		Litchfield	IL 62056	324-5593
Rep Eddie Diveley	612 S. Van Buren St.		Litchfield	IL 62056	324-2087
Rep Wanda Randle	101 S. Montgomery Ave.	Apt. E	Litchfield	IL 62056	324-2528
Rep Thomas E. Robichau	119 E. Buchanan St.		Litchfield	IL 62056	324-6310
Litchfield #3					
De Vicki Corrado	429 S. State St.		Litchfield	IL 62056	324-6438
De Paul Davidson	332 S. Brown St.		Litchfield	IL 62056	324-7795
De David Hankins	105 W. Martin		Litchfield	IL 62056	324-6371
S. Litchfield #4					
De Amy Jett	915 S. Walnut		Litchfield	IL 62056	324-5915
De Karen Savage	5015 Old Litchfield Tr.		Litchfield	IL 62056	324-6802
De Rosalie Towell	8359 Microwave Tr.	P.O.Box 147	Litchfield	IL 62056	324-4306
De Susan Towell-Williams	4023 Old Litchfield Tr.		Litchfield	IL 62056	324-4685
De Debbie VanSlyke	19 Landreth Ln		Litchfield	IL 62056	324-9240
Non Ruth Belusko	3364 N. 8th Ave.		Litchfield	IL 62056	324-2304
Rep Lorine Johnson	801 S. Illinois Ave.		Litchfield	IL 62056	324-2648
Walshville					
De Patty Coke	5082 Walshville Tr.		Walshville	IL 62091	999-7146
De Cathy Hemken	202 Second St.		Walshville	IL 62091	999-3513
De Mary Hughes	409 Locust St.		Walshville	IL 62091	999-6120
Rep Rodger Best	5324 Niemanville Tr.		Litchfield	IL 62056	999-2351
Rep Pelma Ferjancic	3201 Elevator Rd.		Walshville	IL 62091	999-7304
Rep Dorothy Marburger	3123 Mt.Olive Tr.		Walshville	IL 62091	999-7388
Rep Linda Satterlee	507 C.Court		Walshville	IL 62091	999-7567
Witt #1					
De Eloise Hand	21307 N. 13th Ave.		Fillmore	IL 62032	538-2251
De Elsie Hoehn	21323 Carriker Tr.		Witt	IL 62094	594-7371
De Karel O'Malley	14086 E. 21st Rd.		Witt	IL 62094	594-2860
Rep Fae Ann Alexander	19138 N. 14th Ave.		Witt	IL 62094	594-7769
Rep Debby West	18235 Seven Sisters Ave.		Irving	IL 62051	533-4624

R/D	Name	Addr1	Addr2	City	St	Zlfp	Phone
Witt #2							
De	Barbara Bourke	224 W. Middleton St.	P.O. Box 293	Witt	IL	62094	594-2258
De	Joan M. Davis	145 S. 5th		Witt	IL	62094	594-2463
De	Mary Fath	131 W. Broadway	P.O. Box 236	Witt	IL	62094	594-7754
De	Carolyn Sarsany	105 S. 5th St.	P.O. Box 242	Witt	IL	62094	594-7757
De	Donna M. Wilhelm	106 N. 6th	P.O. Box 421	Witt	IL	62094	594-2202
Rep	Dale Clayton	707 E. Ford Ave.		Witt	IL	62094	594-2505
Rep	Dorothy Compton	116 N. Main St.	P.O. Box 328	Witt	IL	62094	594-2552
Rep	Helen Rogers	104 S. Main St.	P.O. Box 237	Witt	IL	62094	594-7720
Rep	Dorothy Ulrjci	547S. 5th St.	P.O. Box 491	Witt	IL	62094	594-2295
Witt #3							
De	Charles Golitko	12 E. Mitchell St.	P.O. Box 177	Witt	IL	62094	594-2883
De	Barb Golitko	12 E. Mitchell St.	P.O. Box 177	Witt	IL	62094	594-2883
De	Rita Miller	20089 N. 17th Ave.		Witt	IL	62094	594-2884
De	Ron Rosko	204 Raymon St.	P.O. Box 216	Witt	IL	62094	594-7723
De	Verona Sarsany	20 E. Broadway St.	P.O. Box 191	Witt	IL	62094	594-7369
Rep	Charles Kessler	253 N. Stuart St.	P.O. Box 426	Witt	IL	62094	594-7162
Rep	Paula Yeske	612 N. Hirst St.		Witt	IL	62094	594-7244
Zanesville							
De	Helen Brown	4041 N. 21st Ave.		Raymond	IL	62560	229-3207
De	Gail Corwin	20115 Ogden Rd.	P.O. Box 213	Raymond	IL	62560	229-4483
De	Linda Engelman	4320 Rossi Ave.		Raymond	IL	62560	229-3657
Rep	Jean Fuchs	18324 E. 5th Rd.		Raymond	IL	62560	229-3595
Rep	Evelyn Riemann	23151 E. 5th Rd.		Raymond	IL	62560	229-3401
Rep	Judith Thoron	19034 E. 2nd Rd.		Raymond	IL	62560	324-3549



**Illinois Department
of Transportation**

BOOK 81
6 PAGE 184

**Resolution Certifying Names to Take the
Examination for County Engineer**

WHEREAS, a vacancy exists (will exist) in the office of County Engineer in Montgomery County, Illinois, due to the expiration of the six-year term (resignation, death, etc.) of the incumbent county engineer Amy Giesing, which occurred (will occur) on May 31, 2006, and

WHEREAS, in accordance with Section 5-201 of the Illinois Highway Code, the County Board must certify to the Department a list of not more than five persons, residents of the State, who hold a currently valid certificate of registration as a registered professional engineer in Illinois, who are candidates for the office, and who meet the qualifications provided therein:

THEREFORE, BE IT RESOLVED, that the County Board of Montgomery County does hereby submit the following name(s) as a candidate(s) to take the examination for County Engineer of said county:

Ruben Boehler 306 No. East Street P.O. Box 342 Farmersville, Illinois 62532
(name and address)
Registered Professional Engineer - Certificate No. 62054445

(name and address)
Registered Professional Engineer - Certificate No. _____

(name and address)
Registered Professional Engineer - Certificate No. _____

(name and address)
Registered Professional Engineer - Certificate No. _____

(name and address)
Registered Professional Engineer - Certificate No. _____

and

BE IT FURTHER RESOLVED, the Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Division of Highways, through its Regional Engineer's office Springfield, Illinois.

STATE OF ILLINOIS)

BOOK 6 PAGE 185

COUNTY OF Montgomery)

I, _____, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Montgomery County Board at its Full Board meeting held at 8:30 AM, on June 13, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, 2006.

Sandy Litherer
County Clerk

(SEAL)

MONTGOMERY COUNTY POLLUTION CONTROL FACILITY SITING ORDINANCE

BE IT HEREBY ORDAINED by the County Board of the County of Montgomery, State of Illinois, that:

WHEREAS, the General Assembly of the State of Illinois has enacted a law providing that the Illinois Environmental Protection Agency may not grant a permit for the development of construction of a Pollution Control Facility which is to be located in an unincorporated area without proof that the location of said facility has been approved by the county board of the county in which said Pollution Control Facility is proposed to be located; and

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 5/39.2) provides that the County Board shall approve the site location for a Pollution Control Facility only if it finds:

1. That the facility is necessary to accommodate the waste needs of the area that it is intended to serve.
2. That the facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.
3. That the facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property.
4. For a facility other than a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100-year floodplain or the site is floodproofed.
- 4a. For a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100-year floodplain, or if the facility is a facility described in subsection (b)(3) of Section 22.19(a) of the Act, the site is floodproofed.
5. That the plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents.
6. That traffic patterns to or from the facility are so designed to minimize the impact on existing traffic flows.
7. If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release.
8. If the facility is to be located in a county where the county board has adopted a solid waste management plan consistent with the planning requirements of the Local Solid Waste

Disposal Act (415 ILCS 10/1 et seq.) or the Solid Waste Planning and Recycling Act (415 ILCS 15/1 et seq.), the facility is consistent with that plan.

- 9. If the facility will be located within a regulated recharge area, any applicable requirements specified by the board for such areas have been met.

The Montgomery County Board may also consider as evidence the previous operating experience and past record of convictions or admissions of violations of the applicant (and any subsidiary or parent corporation) in the field of solid waste management when considering criteria (2) and (5) above; and

WHEREAS, it is the judgment of the Montgomery County Board that in order for it to properly and effectively reach a decision upon an application for a Pollution Control Facility which conforms to the criteria set forth above, it must have presented to it meaningful information relative to those criteria and that said information should be available to it at the earliest possible time; and

WHEREAS, it is also apparent to the County Board that unless the information provided can be evaluated by qualified professionals, the County Board cannot do what the legislature has mandated; and that the employment of such qualified professionals will impose a financial burden upon the County; and that because it would be impossible for the County Board to anticipate in any given year whether any or how many applications for approval of Pollution Control Facilities may be filed in Montgomery County, the County Board cannot justify the employment of those competent professionals as salaried employees; and the County Board assumes the legislature was cognizant of those facts; and

WHEREAS, Section 39.2(k) of the Illinois Environmental Protection Act expressly authorizes the County Board to charge applicants for siting review a reasonable fee to cover the reasonable and necessary costs incurred by the County in the siting review process; and

WHEREAS, it is deemed necessary and desirable for the Montgomery County Board to delineate the substance and procedures for the application, hearing and approval or denial of applications for site location approval of Pollution Control Facilities, by adopting this ordinance setting forth rules and regulations relating to the form, content, fees, filing, hearings and procedures applicable to such applications which shall be called "THE MONTGOMERY COUNTY POLLUTION CONTROL FACILITY SITING ORDINANCE".

Section 1: Definitions

- (a) The "Act" is the Illinois Environmental Protection Act, as amended from time to time (415 ILCS 5/1 et seq.).
- (b) "Applicant" or any person, firm or partnership, association, corporation, company or organization of any kind proposing to obtain site location approval and IEPA permits for a Pollution Control Facility in unincorporated Montgomery County, and includes the owner of such site, the proposed operator, and any other party with an interest in the site, such as a lessee, contract purchaser or land trust beneficiary.
- (c) "Articles" or "Articles of Rule and Procedures" refers to the "Articles of Rules and Procedures - Health Welfare and Elections Committee", established by the Montgomery County Health Welfare and Elections Committee pursuant to this Ordinance.
- (d) "Board" refers to the Illinois Pollution Control Board.

- (e) "Committee" refers to the Health Welfare and Elections "HWE" Committee.
- (f) "County" refers to Montgomery County, Illinois.
- (g) "County Board" refers to the Montgomery County Board.
- (h) "Hazardous Waste" refers to regulated hazardous waste as defined in the "Act".
- (i) "Hazardous Waste Disposal Site" is a site at which hazardous waste is disposed, and is defined in the "Act".
- (j) The Health Welfare and Elections "HWE" Committee is a standing committee of the County Board, appointed by the County Board Chairman, whose responsibilities include attendance at all public hearings on requests for site approval, making factual findings, and making recommendations regarding the requests for site approval to the County Board.
- (k) "IEPA" refers to the Illinois Environmental Protection Agency.
- (l) "Mixed Municipal Waste" means municipal waste generated by households and commercial businesses that has not been separated for composting at the point of generation.
- (m) "Mixed Municipal Waste Composting Facility" is an entire mixed municipal waste composting operation.
- (n) "Mixed Waste Processing Facility" means a transfer station where recyclables are separated from mixed municipal waste.
- (o) "Organic Waste" means food waste, landscape waste, wood waste, or other non-hazardous carbonaceous waste that is collected and processed separately from the rest of the municipal waste stream. Household hazardous waste is not an organic waste.
- (p) "Organic Waste Composting Facility" means an entire organic waste composting operation.
- (q) "PCF" refers to a Pollution Control Facility as defined in the Act. "PCF" includes a new Pollution Control Facility as defined by the Act.
- (r) "Pre-filing Review" means any work or action performed on behalf of the County to review a draft or conceptual application from the Applicant. This occurs prior to the submittal of a final application. A final application is submitted on the filing date.
- (s) "Refuse Derived Fuel Facility" means a facility which produces fuel pellet or additive to be combusted for energy recovery alone or along with another energy source and where non-combustibles (including, but not limited to glass, ferrous metals, and fines) are separated from mixed municipal waste.
- (t) "Sanitary Landfill" means a facility permitted by the Illinois Environmental Protection Agency for the disposal of waste on land meeting the requirements of the Resource Conservation and Recovery Act, and regulations thereunder, and without creating nuisances or hazards to public health or safety, by confining the refuse to the smallest practical volume and covering it with a layer of earth at the conclusion of each day's operation or by such other methods and intervals as the Illinois Pollution Control Board may provide by regulation.

- (u) "Transfer Station" means a site or facility that accepts waste for temporary storage or consolidation and further transfer to a waste disposal, treatment, or storage facility.
- (v) All other terms used in this Ordinance shall have the same meanings as the same terms as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et.seq. and the implementing and interpreting administrative rules and regulations, in effect as of the date hereof, and as said statute and regulations and rules may be amended or modified from time to time.

Section 2: County Approval of Pollution Control Facilities

No sanitary landfill, municipal waste storage, disposal or consolidation facility, transfer station or other facility classified as a "Pollution Control Facility" by definition of the Illinois Environmental Protection Agency shall be commenced in Montgomery County from and after the date of this resolution without the prior written approval of the Montgomery County Board, by a Resolution duly passed by the Montgomery County Board and signed by the Chairman of the Board and attested to by the County Clerk of Montgomery County.

Section 3: Siting Application Required

No site location approval for the development of construction of a PCF in Montgomery County may be granted by the County Board unless an application is filed for approval of such site and is submitted for consideration to said County Board.

Section 4: Health Welfare and Elections (HWE) Committee and Committee Chairman

- (a) The "HWE Committee" is a standing committee of the County Board, appointed by the County Board Chairman, whose responsibilities include attendance at all public hearings on requests for site approval, making factual findings, and making recommendations regarding the requests for site approval to the County Board. One member shall be designated to serve as Chairman of the Committee. The County Coordinator shall serve in a non-voting advisory capacity on the Committee. In the event of the Chairman's absence, the Committee Vice-Chair will be acting Chairman.
- (b) All meetings and hearings of the Committee shall be at the call of the Committee Chairman, or in his or her absence, the Acting Chairman, at such times as may be required. However, in the absence of any Committee members at a public hearing, the hearing officer may schedule continued hearings without further notice. All meetings shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) All meetings are subject to the requirements of the Open Meetings Act.

Section 5: Procedure for Filing an Application for Approval of a Pollution Control Facility

It is the Applicant's duty to comply with all notice requirements set forth in the Act. The Applicant shall:

- (a) Prior to submitting an application for siting of a PCF, the Applicant shall enter into negotiations with the County Board to develop a host agreement. The host agreement must be approved by the County Board. The host agreement shall be signed by the Applicant and the Chairman of the County Board before the Applicant submits an application for siting of a PCF. The host agreement shall be completed prior to any pre-filing review of a conceptual PCF.

- (b) If the County and Applicant agree that a pre-filing review is warranted, then a pre-filing deposit of \$50,000 shall be submitted prior to the County engaging professional services to review the draft concept application. Any pre-filing review shall occur completely prior to the Applicant initiating the siting process described in Section 39.2 of the Act. A memorandum of understanding between the Applicant and County will be drafted and signed by each party prior to entering into pre-filing discussions. The memorandum of understanding shall define the roles of the County and Applicant and the detail of how the deposit will be utilized by the County. Any part of the pre-filing deposit that is not utilized for costs will be returned to the Applicant. Any costs incurred by the County associated with the pre-file review above and beyond the pre-filing deposit shall be the responsibility of the Applicant. Nothing in this Ordinance requires that a pre-filing review be performed.
- (c) No later than fourteen (14) days prior to filing an application for site location approval with the County Clerk, cause written notice of such application to be served either in person or by registered mail, return receipt requested, on the owners of all property within the subject area not solely owned by the Applicant, and on the owners of all property within four hundred (400) feet in each direction of the lot line of the subject property, said owner being such persons or entities which appear from the authentic tax records of the county.
- (d) The Applicant shall also serve written notice of such application by certified mail, return receipt requested, on all members of the Illinois General Assembly from the district in which the proposed site is located, to the governing authority of every township and municipality within one and one half miles of the proposed facility and to the IEPA. This notice shall also be published in a newspaper of general circulation in Montgomery County.
- (e) The Applicant shall state in such notice the name and address of the Applicant, the location of the proposed site, the nature and size of the development, the nature of the activity proposed, the probable life of the proposed activity, the date when the request for site approval will be submitted to the County Clerk, a description of the right of persons to comment on such request as hereafter provided, and any other information as may be required by the Articles of Rules and Procedures and the Act.
- (f) The Applicant shall include in the application proof of compliance with all pre-filing notice requirements.
- (g) (i) In order to request siting approval for a PCF in Montgomery County, an Applicant must file an application with the County Clerk, with a minimum of twenty-eight (28) copies of the application and the substance of the Applicant's proposal showing sufficient details describing the proposed facility to demonstrate compliance with the Act and Board regulations, including all site plans, engineering including calculations, exhibits and maps, and all documents, if any, to be submitted to the IEPA as of the date of filing the application. Applicant shall also include one (1) copy of the application on CD or DVD disk with all CAD drawings and other engineering plans as accessible electronic files. At a minimum, the application shall comply with the Articles of Rules and Procedures. The form of said application may be obtained from the Montgomery County Clerk.
- (ii) The applicant shall also file three (3) additional complete copies of requests for site approval, including site plans, exhibits and maps with the County Clerk. Upon receipt, the County Clerk shall date stamp same and deliver them to the first three members of the public who present written requests using the guidelines of the Freedom of Information Act.

- with the correct number of copies as required by paragraphs (i) and (ii) of this subsection,
- with the application fee as provided in paragraph (iii) of this subsection, and
- in the form required by the Articles and paragraph (iv) of this subsection..

Within a reasonable period of time after delivery of an application, the County Clerk shall advise the applicant either that the application appears substantially complete and that it has been accepted for filing, designating the date of filing; or that the application is not complete, specifying where it is deficient.

Receipt and acceptance of an application by the County Clerk is pro forma, and does not constitute an acknowledgment that the applicant has complied with the Act or this Ordinance. It is the responsibility of the Applicant to ensure that the application contains all studies, analyses, site plans, exhibits, maps and documents required by this Ordinance and by the Articles of Rules and Procedures.

The date that the Applicant files a complete application in proper form, together with the applicable filing fee deposit, with the County Clerk shall be considered the official filing date for all time limit purposes. The application is not effective unless the application is in strict compliance with this Ordinance, the Articles of Rules and Procedures and with the Act.

At any time prior to completion by the Applicant of the presentation of the Applicant's factual evidence and an opportunity for cross-questioning by the County Board, County representatives and any participants, the Applicant may file not more than one amended application upon payment of additional fees pursuant to Section 39.2(l) of the Act and Section 5(g)(iii) of this Ordinance. Provided, however, that the time limitation for final action set forth in Section 39.2(e) of the Act and Section 7(a) of this Ordinance shall be extended for an additional period of ninety (90) days.

- (h) (i) Upon receipt of a proper and complete application, and payment of the applicable filing fee deposit, the County Clerk shall date stamp same and immediately deliver one copy of the request for site approval to the Chairman of the County Board, one copy of the request for site approval to each member of the HWE Committee, one copy to each member of the County Board who is not on the HWE Committee, one copy to the hearing officer, one copy to the States Attorney, and one copy of the request for site approval to each municipality that may be affected by the proposal, and one copy each to the Department of Public Health and the County Coordinator.
- (ii) In order to develop a record sufficient to form the basis of an appeal of the County Board's decision, the Montgomery County Board and the Montgomery County State's Attorney's Office may retain consultants on behalf of the County. The consultants and the County Board shall then commence a study of the application. The Applicant shall cooperate fully with the consultants and the technical staff of the County in their review of the application, including providing access to the site for study or testing, including, but not limited to, geophysical testing.
- (i) A copy of the application and all related documents or other materials on file with the County Board shall be made available for public inspection in the office of the County Clerk. Members of the public shall be allowed to obtain a copy of said application or any part thereof upon payment of the actual cost of reproduction as outlined in the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.). All copying requests presented in writing in the format set forth in Section 5(g)(ii)

above (FOI) shall be delivered by the County Clerk within five (5) working days from the time of request

Section 6: Procedure for Filing Written Comments to an Application for Site Location Approval for a PCF

- (a) Any person may file written comments with the County Clerk concerning the appropriateness of the proposed site for its intended purpose. The County Board shall consider any comment received or postmarked from the date of acceptance of the application through and until thirty (30) days after the date of the last public hearing in making its final determination. Said written comments shall be mailed or delivered to the ~~Montgomery County Clerk and Recorder, First Floor, Historic Courthouse, P.O. Box 595, Hillsboro, Illinois 62049~~. Said written comments shall clearly designate reference to the PCF application to which they refer to ensure their consideration by the County Board. Upon receipt, the County Clerk shall date stamp the comments and refer them to the County Board.
- (b) Copies of such written comments shall be made available for public inspection in the offices of the County Clerk, and members of the public shall be allowed to obtain a copy of any written comment upon payment of actual costs of reproduction.

Section 7: County Review

- (a) Upon receipt of a copy of a request for site approval, the Administrator of the Department of Public Health shall notify the following County Departments of receipt:
 - i) Chairman, County Board
 - ii) Highway Department
 - iii) County Clerk
 - iv) States Attorney
 - v) County Coordinator
- (b) The Department of Public Health shall be the department responsible for coordinating review of the request for site approval by the aforementioned Departments and is authorized to call interdepartmental meetings and set deadlines for the submittal of reports and recommendations.
- (c) The aforementioned departments may attend the public hearings and may ask such questions as needed to assist in reaching their recommendations.
- (d) The aforementioned departments are authorized to prepare and submit reports and recommendations in response to the request for site approval. Preliminary reports prepared by County Departments and retained consultants summarizing and analyzing the request for site approval, reports, studies, exhibits and any written comments filed with the County Clerk, concerning the appropriateness of the proposed site, shall be filed with the County Clerk no later than 10 days in advance of the date set for hearing. In the event that the 10th day prior to the date set for public hearing falls on a Saturday, Sunday or holiday, the next working day shall be considered the day that reports shall be filed. Copies of departmental reports shall be available for public inspection in the office of the County Clerk. Members of the public shall be allowed to obtain copies of the reports upon payment of the actual cost of reproduction.
- (e) The County Departments and consultants retained by the County are authorized to present testimony at the public hearing as hereinafter described.

Section 8: Hearings on Applications

- (a) At least one public hearing shall be held by the Committee no sooner than ninety (90) days but no later than one hundred twenty (120) days from and after the receipt of the application for PCF site location approval.
- (b) The Hearing Committee shall consist of members of the standing HWE Committee of the Montgomery County Board.
- (c) Four members shall constitute a quorum for the purpose of holding such a public hearing.
- (d) The Chairman of the Committee shall notify the Applicant in writing of the date and location of the public hearing before the Committee at least twenty eight (28) days prior to such hearing.
- (e) The Applicant shall cause to be published in a newspaper of general circulation in Montgomery County a notice of such public hearing at least once per week for three successive weeks prior to the date set for hearing. Such notice shall consist of the following:
 - i) The name and address of the person, partnership or corporation requesting site location approval.
 - ii) The owner of the site, and in case ownership is in a land trust, the names of the beneficiaries of said trust.
 - iii) The legal description of the site.
 - iv) The street address of the property, and if there is no street address applicable to the property, a description of the site with reference to location, ownership or occupancy or in some other manner that will reasonably identify the property to residents of the neighborhood.
 - v) The nature and size of the proposed development.
 - vi) The nature of the activity proposed.
 - vii) The probable life of the proposed activity.
 - viii) The time, date and location of the public hearing.
 - ix) A statement that all copies of evidence other than testimony to be submitted at the public hearing must be filed with the County Clerk at least 7 days before the public hearing.

The Applicant shall also serve written notice of such hearing by certified mail, return receipt requested, on all members of the Illinois General Assembly from the district in which the proposed site is located, to the governing authority of every township and municipality within one and one half miles of the proposed facility and to the IEPA. The Applicant shall file with the County Clerk copies of each notice with proof of service of such notice prior to the commencement of said public hearing.

- (d) The Montgomery County States Attorney shall appoint and the Committee shall approve by a majority vote the Hearing Officer for the public hearing on the request for site approval. The Hearing Officer shall be an attorney who has no interest with any party, whether the party be the applicant or affected member of the public. The Hearing Officer shall preside over the public hearing and shall make any decisions concerning the admission of evidence and the manner in which the hearing is conducted subject to this Ordinance. The Hearing Officer shall make all decisions and rulings in accordance with fundamental fairness. The Hearing Officer may exclude irrelevant, immaterial, incompetent or unduly repetitious testimony or other evidence. No ruling of the Hearing Officer shall be appealable to the County Board. Compensation for the services of the hearing officer shall be agreed upon between the Hearing Officer and the County before a hearing. The duties of the hearing officer shall be provided for herein and in the Articles.

- (e) The public hearing shall develop a record sufficient to form the basis of any appeal. During the course of the public hearing before the Committee, the Committee shall receive testimony from the Applicant and witnesses whom the Applicant may call in support of the application, any County witnesses, any objectors, and any other witnesses having relevant information, and shall recommend approval only if the proposed facility meets the applicable siting criteria (or such amended criteria as may be set forth from time to time in the Act).

The Committee and the County Board may also consider as evidence the previous operating experience and past record of convictions or admissions of violations of the Applicant (and any subsidiary or parent corporation of the Applicant) in the field of solid waste management when considering criteria (2) and (5).

- (f) The County shall disclose and make a part of the hearing record any terms and conditions of a host agreement.
- (g) Any written comment received by the County Clerk or postmarked no later than 30 days after the date of the last public hearing shall be made part of the record at the public hearing as hereinafter described and the County Board shall consider any such timely written comments in making its final determination
- (h) A transcript shall be kept of all proceedings before the Committee. The hearing officer shall preside at the public hearing and shall make any decisions concerning the admission of evidence and the manner in which the hearing is conducted subject to this Ordinance and the Articles of Rules and Procedures. However, the hearing officer shall make all rulings and decisions in accordance with fundamental fairness. No ruling of the hearing officer concerning admissibility of evidence or procedural issues at the public hearing shall be appealable to the County Board. Issues of jurisdiction shall be finally determined by the County Board.
- (i) The Applicant for site location approval shall have the burden of proof and the burden of going forward with evidence. Oral testimony may only explain and clarify the application, not expand or amend the application.
- (j) All persons desiring to be participants in the hearing, including members of the public, must submit written notification of said intent to the County Clerk at least seven (7) days before the first day of the public hearing. Any person so appearing at such public hearing shall have the right to present testimony and witnesses. Any such person shall have the right to be represented by an attorney at said public hearing. Opportunity for any persons appearing at said public hearing to cross-examine any witness may be reasonable, limited in time and duration by the hearing officer, to assure completion of the hearings in accordance with the deadlines of the Act. The hearing officer may propound questions to any witness or to the Applicant to clarify the record established by the participants at the hearing or to bring out relevant information. The County shall be deemed a participant and a party to all proceedings.
- (k) The Applicant and the County's counsel shall be allowed to cross-examine witnesses by right, subject to such reasonable limitation as may be set by the hearing officer. Cross-examination by the County shall not be limited to matters contained in the application. Parties represented by attorneys may be allowed to cross-examine in the discretion of the hearing officer. Other persons shall be allowed to submit questions to the hearing officer, who shall exercise discretion in the manner in which such questions are to be posed to witnesses. Sufficient examination of witnesses is to be allowed so as to provide for fundamental fairness.

- (l) All witnesses shall testify under oath. Testimony may include the use of prepared statements and exhibits. If testimony is by prepared statement, copies of such prepared statements shall be made available at the hearings (or, prior to the first hearing date, at the office of the County Clerk) at least one day in advance of such testimony being given. All witnesses shall be subject to reasonable examination as follows: direct, cross-examination, redirect, and recross.
- (m) Public Comment. The hearing officer may exercise discretion to allow public comment at each hearing or may set a time for public comment.
- (n) The decision of the Committee on the application shall be in writing, specifying the reason(s) for the decision, in accordance with Section 8(e) above. The deliberations of the Committee are and shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.). The Committee shall submit its report to the County Board as soon as practicable.
- (o) The siting approval procedures and criteria provided for in this Ordinance for PCF's shall be the exclusive siting procedures and rules and approval procedures. Local zoning or other local land use requirements shall not be applicable to such siting decisions.

Section 9: Decisions

- (a) Once the Committee has made its recommendation and reduced its recommendation to writing, the written recommendation shall be submitted to the full County Board for its decision as to the ultimate approval or disapproval of the proposed site location. Four (4) copies of the record of the public hearing shall also be made available to the full County Board in the County Board Office as soon as the transcript becomes available.
- (b) The County Board shall make a decision based on the record from the public hearing and review of the recommendation of the Committee. The decision of the County Board shall be by resolution in writing, specifying the reasons for the decision, such reasons to be in conformity with Section 39.2(a) of the Act. In granting site location approval, the County Board may impose such conditions as may be reasonable and necessary to accomplish the purposes of the Act to the extent that said conditions are not inconsistent with the Act, and the regulations promulgated by the Illinois Pollution Control Board. Such decisions shall be available for public inspection at the office of the County Clerk and may be copied upon payment of the cost of reproduction. If there is no final action by the County Board within one hundred eighty (180) days after the filing of the application for site location approval, the Applicant may deem the application approved.
- (c) An Applicant may not file an application for site location approval which is substantially the same as a request which was disapproved, pursuant to a finding against the Applicant under any criteria (1) through (9) of Section 39.2(a) of the Act, within two (2) years.

Section 10: Administration of Fees and Costs

- (a) All expenses incurred by the County in conducting the review of the request for site approval, the subsequent hearing, and the site approval decision shall be paid from the application fee as provided in this ordinance.
- (b) Upon termination of any proceedings under the hearing process, a final accounting and summary of all authorized expenditures and reimbursements shall be presented to the appropriate County Board committees.

- (c) Any portion of an application fee not required for reimbursement to the County for costs or expenses incurred by the County pursuant to this Ordinance shall be returned to the applicant. Should there be costs and/or expenses in excess of the amount paid by the applicant in the application fee, the applicant shall bear any and all additional costs.
- (d) In order to properly administer the application fee received with respect to the hearing process and procedure set forth herein, the County Treasurer is hereby authorized and directed to receive and hold such application fees for administration subject to review and approval of the HWE Committee.
- (e) In order to expedite payment of all bills incurred as a result of administering the hearing process, all bills and questions concerning billing should be directed to the HWE Committee.

Section 11: Miscellaneous

- (a) In the event the Montgomery County Board grants an application submitted pursuant to this Ordinance, the application is non-transferable without the approval of the Montgomery County Board. The Montgomery County Board specifically reserves the right to deny transfer of the permit in the event the Montgomery County Board feels it is not in the best interests of the people of Montgomery County that said permit be transferred. Any and all costs incurred by the Montgomery County Board in reviewing a permit application shall be paid by the applicant.
- (b) It is the specific intent of this Ordinance to prevent any regulated hazardous waste from being accepted at a permitted pollution control facility which was only permitted by this ordinance to accept general household waste. If at any time any form of regulated hazardous waste is detected at a permit facility located within Montgomery County, the Montgomery County Board specifically reserves the right to revoke the permit to operate that site. Hazardous waste shall be waste as defined in the Illinois Environmental Protection Act., Illinois Revised Statutes, Chapter 111 1/2, Paragraph 1001 et. seq.
- (c) In the event that the County has commissioned an exhaustive sub-surface geological analysis of the suitability of regions of the county for landfill siting, any applicant may make reference to and incorporate into their application the resulting maps after reimbursing a portion of the county's costs incurred in their research and production. The fee paid for the right to use these studies will be considered a part of the application fee with their fair value being indexed on the actual costs incurred by the county for their production.

Section 12: Severability Clause

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or the Articles of Rules and Procedures is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 13: Ordinances Repealed

All Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with this Ordinance.

Section 14: Effective Date

This Ordinance shall take effect immediately upon its passage by the Montgomery County Board, its approval by the Chairman of the County Board, and its attestation by the Montgomery County Clerk.

Dated at Hillsboro, Montgomery County, Illinois the 13th day of June, AD 2006.

Mike A. Weaver
Montgomery County Board

[SEAL]

ATTEST:

Sandy Jensen
Montgomery County Clerk

VOTING AYE: 20

VOTING NAY: 0

ABSTAINING: 0

ABSENT: 1

ARTICLES OF RULES AND PROCEDURES HEALTH WELFARE AND ELECTIONS COMMITTEE

ARTICLE I: GENERAL PROVISIONS

- Section 1:** These rules and procedures are supplementary to the provisions of the Montgomery County Pollution Control Facility Siting Ordinance (the "Ordinance") and relate to procedures of the Health Welfare and Elections Committee (the "Committee"). References and terms herein shall be defined as in the Ordinance.
- Section 2:** The State's Attorney shall be consulted where the powers of the Committee are not clearly defined.

ARTICLE II: RESPONSIBILITIES AND DUTIES

- Section 1:** The Committee shall have a Chairman and an Acting Chairman, as provided for in the Ordinance.
- Section 2:** The Chairman shall supervise the affairs of the Committee and preside at all meetings and public hearing(s). All meetings shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.)
- Section 3:** In absence of the Chairman, the acting Chairman shall perform all duties and exercise all powers of the Chairman.
- Section 4:** A court reporter shall be employed by the Committee, and shall be present at any and all public hearings on an application for local siting approval and shall provide the Committee with a certified transcript of the hearing as soon as possible. A secretary may be employed by the Committee to assist the hearing officer during the hearing process.

ARTICLE III: MEETINGS AND HEARINGS

- Section 1:** Meetings and hearings shall be called by the Chairman at such times as may be deemed necessary. At public hearings conducted pursuant to the Ordinance wherein evidence is taken, arguments made or procedures discussed, the hearing officer may schedule continued hearings.
- Section 2:** The Chairman shall provide at least forty-eight (48) hours notice to all Committee members of any special meeting called by him/her. The forty-eight (48) hour notice requirement does not apply to continued public hearings for local siting approval pursuant to the Ordinance.
- Section 3:** All meetings and hearings shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).

Section 4: A quorum of the Committee, for purposes of voting on the recommendation to the County Board regarding the site approval application, shall be four (4) members. No Committee members need be present when public hearings under the Ordinance are being conducted by the hearing officer and the meeting is being transcribed as provided herein.

Section 5: For purposes of the hearing, a "participant" may only be one of the following: an owner of property within 400 feet in each direction of the lot line of the proposed facility; a group or attorney representing said property owners; or an official or attorney representing a township or a municipality located within one and one half miles of the proposed facility. All other parties will be limited to public comment during the public comment time of the public hearing or to written comment through the written comment period.

Section 6: Submission of Evidence

- A. Any exhibits that a participant, other than the applicant, anticipates using during the public hearing shall be submitted to the County at least five (5) days prior to its anticipated use. All participants shall submit at least twenty (20) copies of all exhibits. A copy shall be furnished to the applicant by the County. All participants, other than the applicant, must register with the County Clerk at least seven (7) days prior to the start of the public hearing.
- B. Members of the public who speak during the public comment time of the public hearing shall submit any exhibits they expect to use to the County prior to the time designated for the public to speak. At least three (3) copies all such exhibits shall be submitted. The applicant shall be provided one (1) of the three copies.
- C. Any additional exhibits to be used by the applicant during the public hearing and not a part of the application shall be submitted at least twenty-four (24) hours prior to the commencement of the public hearing. At least twenty (20) copies of all additional exhibits shall be submitted. Any additional exhibit used by the applicant, that in any way changes information provided with the application, or provides information not submitted as a part of the application, shall be considered an amendment to the application and all sections of the Ordinance pertaining to amendments shall take effect.
- D. Any exhibits, other than those included in the application, submitted by the applicant or any participant must be on paper no larger than 8½" x 11" in size. If larger exhibits are submitted, they must also be submitted in the requested reduced-size format.
- E. The time limits for submission of evidence may be waived by the Hearing Officer if he/she determines that the participant could not reasonably have anticipated the use of said exhibit at the time that submission was due.
- F. All parties wishing to testify or cross-examine must submit written notification of said intent to the County Clerk at least seven (7) days before the first date of the hearing. If the hearing should extend beyond one session, no additional parties shall be allowed to testify or cross examine

Section 7: Conduct of the Hearing

- A. The Applicant for siting approval shall have the burden of proof and the burden of going forward with the evidence as to the suitability of the site location for the proposed use.

- B. At the hearing, the Applicant may appear on his/her own behalf, or be represented by counsel or agent.
- C. The hearing officer shall call the hearing to order and shall allow the Applicant and the County or their counsel or agent, to make an opening statement. The hearing officer may allow objectors or their counsel to make an opening statement.
- D. The Committee shall then hear testimony from the Applicant and/or any witnesses the Applicant may wish to call. Upon the close of the Applicant's testimony, any other participants may offer any witnesses and evidence they may wish to present. These other participants may or may not be represented by counsel. Upon the close of the Applicant's and other participants' testimony and evidence, the County may present any witnesses and evidence it may wish to present, unless the County is the Applicant, in which case it shall proceed as set out above. The hearing officer shall decide the order of presentation of testimony subject to these rules.
- E. All witnesses shall testify under oath. Testimony may include the use of exhibits. All witnesses shall be subject to reasonable examination as follows: direct, cross, redirect, recross, etc. After all participants have presented testimony, reasonable rebuttal, sur-rebuttal, etc., may be allowed at the discretion of the hearing officer.
- F. The hearing officer may exclude irrelevant, immaterial, incompetent or unduly repetitious testimony or other evidence. The hearing officer shall rule on all questions relating to the admissibility of evidence. These rulings shall not be appealable to the County Board.
- G. (1) At any time prior to completion by the Applicant of the presentation of the Applicant's factual evidence and an opportunity for cross-questioning by the County and any participants, the Applicant may file not more than one amended application upon payment of additional fees pursuant to Section 5(g)(iii) of the Ordinance. Provided, however, that the time limitation for final action set forth in Section 39.2(e) of the Act, as amended, and Section 7(e) of the Ordinance, shall be extended for an additional period of 90 days.
- (2) Within seven (7) days of the filing of the amendment(s), the Chairman of the Committee, pursuant to Section 7(d) of the Ordinance, shall notify the Applicant of the date of the public hearing, said public hearing to be held pursuant to these Articles of Rules and Procedures.
- (3) An Applicant may not file a request for local siting approval which is substantially the same as a request which was disapproved, pursuant to a finding against the Applicant under any of criteria (1) through (9) of Section 39.2(a) of the Act, within two (2) years.
- H. Any Committee member who has, or feels he/she has, any disqualifying interest in the property or affairs of the Applicant may be excused from participating in any hearing or decision of the Committee.

ARTICLE IV: FACTORS TO BE CONSIDERED BY THE COMMITTEE IN MAKING IT'S DECISION

In making its recommendation on the pending application, the Committee shall base its decision on the factors listed in the Ordinance.

ARTICLE V: NOTICES

Section 1: Notice shall be given in the manner prescribed by the Ordinance and the Act.

Section 2: All notices shall contain the following information:

- A. The name and address of the Applicant requesting site location approval.
- B. The owner of the site and, in case ownership is in a land trust, the names and addresses of the beneficiaries of said trust.
- C. The legal description of the site.
- D. The street address of the property, and if there is no street address applicable to the property, a description of the site with reference to location, ownership or occupancy or in some other manner that will reasonably identify the property to residents of the area.
- E. The nature and size of the proposed development.
- F. The probable life of the proposed activity.
- G. The date, time and location of the public hearing.
- H. A statement that the application is available to the public in the office of the County Clerk, and that copies of the application are available upon payment of actual cost of reproduction, as outlined in the constraints of the Freedom of Information Act (5 ILCS 140/1 et. seq.).

ARTICLE VI: FEES

The Fee, as described in the Ordinance, Section 5(g)(iii), must be paid by the Applicant at the time an application is filed and at the time an amendment is filed, before the application may be considered. If a pre-filing review is performed by the County, then the pre-filing deposit, as described in the Ordinance, Section 5(b), must be paid by the Applicant at the time the memorandum of understanding is signed by the Chairman of the County Board.

ARTICLE VII: COMMITTEE RECOMMENDATION

Section 1: The Committee shall meet after the public hearing to make its recommendation as to site approval to the County Board. This meeting shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), but no further evidence, testimony or input from the parties or the public will be allowed.

Section 2: At this meeting, the Committee shall vote as to its recommendation on the application (and amendment, if applicable) and submit a written report on that vote to the County Board. This report must be filed with the County Clerk as soon as practicable.

ARTICLE VIII: WAIVER OF RULES

In order to insure fundamental fairness, compliance with the Act, and to protect the public interest, the Committee, by majority vote of members present and voting, may waive any of these Articles.

ARTICLE IX: APPLICATION

Section 1: General Procedures

- A. An application for a Pollution Control Facility shall be presented as described in the Ordinance and these Articles. Additional pages shall be attached where the space provided is insufficient.
- B. The Applicant shall submit thirty-one 31 copies of the completed application including a minimum of seven (7) full sized copies of all exhibits and twenty-four (24) reduced copies of all exhibits as described in the following sections. One additional copy shall be provided in electronic format.
- C. Applications shall be formatted on eight and one half inch by eleven inch (8 ½ x11) paper except where oversized maps, engineering drawings, etc. are required for clarity. Reduced copies of oversized exhibits should be provided on eleven by seventeen inch (11x17) paper. The pages of the application and all exhibits shall be consecutively numbered and securely bound in the left hand margin with a binding which allows the document to lie flat when opened. Applicants are encouraged to use recycled-content paper.
- D. All sections of the application shall be clearly marked and submitted with dividers. Exhibits and drawings shall be clearly marked as to what sections they pertain. Notwithstanding the specific application requirements detailed herein, applicants must include all information which the Applicant believes necessary to demonstrate compliance with the standards of the Ordinance.
- E. The application shall be signed by the Applicant or, if the Applicant is filed by a corporation, it shall be signed by its principal executive officer.
- E. The application shall be deemed amended if, at any time after the official filing date, the Applicant either changes any of the information contained in the application or submits any additional substantial information, either written or oral, regarding the application.

APPLICATION FOR POLLUTION CONTROL FACILITY SITING APPROVAL

A. IDENTIFICATION

1. Name of Applicant _____

2. Address of Applicant _____
(Street, P.O. Box, RR)

_____ City State Zip Code

Telephone _____
(Area Code) (Number)

3. Name of Operator _____

4. Address of Operator _____
(Street, P.O. Box, RR)

_____ City State Zip Code

Telephone _____
(Area Code) (Number)

5. For both the Applicant and the proposed Operator, provide the following information:

- (a) If a partnership, submit names and addresses of all partners. If a corporation, submit names and addresses of all Officers and Directors, and the names and addresses of all shareholders owning ten percent (10%) or more of the capital stock of said corporation.
- (b) If a corporation, submit a copy of the Articles of Incorporation as an exhibit. If the corporation is more than fifty percent (50%) owned by another corporation, the requirements of this part shall be applicable to said corporation.
- (c) Submit audited financial statements of the Applicant and operator for the five (5) preceding years. If a new corporation, provide statement for years available.

B. OPERATION CLASSIFICATION

1. Type of Pollution Control Facility proposed (Check applicable box or boxes)

- () Waste storage site
- () Sanitary landfill or other disposal Site
- () Transfer Station
- () Incinerator
- () Other: Explain:

- 2. Type(s) of wastes proposed to be deposited or processed at the site, as defined in the Illinois Environmental Protection Act ("Act"):

C. SITE LOCATION

- 1. Name of Site _____
 Address of Site _____
 (Street, P.O. Box, RR)

 City _____ State _____ Zip Code _____

 County Township _____

- 2. Legal Description of Site (Attach Plat of Survey)

- 3. Attach a copy of the United States Geological Survey (U.S.G.S.) topographic quadrangle map of the area which includes the site (7.5 minute quadrangle, if published).

Quadrangle Map provided: _____
(name) (date)

- 4. Outline the location and extent of the site on the U.S.G.S. topography quadrangle map.
- 5. General characteristics (Flood plain, hillside, field, strip mine, quarry, gully, gravel pit, swamp, etc.) Briefly describe:

- 6. Attach copies of all insurance policies relevant to the premises and the operations carried on at the location for which the Applicant seeks site location approval. Describe the insurance policies carried by the Applicant to cover single incidents and gradual and fortuitous incidents, as well as insurance coverage which the Applicant intends to obtain.

D. SITE HISTORY (Check applicable box or boxes)

- 1. This is a proposed operation
- This is a proposed expansion of an existing operation:
Illinois EPA Permit No. _____
- No Illinois EPA Permit

- 2. Existing land use on site:

- 3. Present zoning classification of site (if any):

- 4. List any covenants recorded against the site:

E. NOTICE TO ADJOINING LAND OWNERS

There shall be filed with the application copies of the pre-filing notices required to be served to adjoining landowners located within 400 feet from the lot line of the subject property under the Ordinance, together with evidence of service thereof as provided in said Act. Additional notices required in the Ordinance shall be filed with the application.

F. SPECIFIC INFORMATION BY CRITERIA

- 1. The Applicant shall submit the information requested hereafter as part of the application.
- 2. The format of this part of the application shall be as follows:

- a. This part of the application shall be divided into nine (9) sections corresponding to the nine (9) criteria given in Section 39.2(b) of the Act. These subsections shall be clearly marked with dividers or other suitable means. Exhibits and drawings shall be clearly marked with respect to which section and subsection they pertain.
- b. A tenth section shall be included that provides documentation concerning the previous operating experience and past record of convictions or admissions of violations of the Applicant (and any subsidiary or parent corporation of Applicant) in the field of solid waste management.

3. Section One

The Applicant shall provide sufficient detail to demonstrate that the facility is necessary to accommodate the waste needs of the area it is intended to serve. For the purposes of this section, the needs of the area shall include not only the need for adequate capacity to process or dispose of the generated solid waste but also the need to ensure sufficient competition within the private sector to control price increases and maintain high quality of service in both the residential and commercial sectors. At a minimum, this section shall include:

- a. An explicit definition of the intended service area for the proposed facility including a map of the service area boundaries.
- b. A determination of currently permitted and potential disposal capacity in and available to the service area and the current and projected costs of that capacity.
- c. A determination of the current and projected waste types and quantities generated within, imported into, and exported out of the service area. The projection of waste quantities over the life of the proposed facility shall be based on the best available information and clear, substantiated assumptions.
- d. Detailed calculations of the capacity and life of the proposed facility. The proposed life of the facility must include a minimum of 20 years of disposal and/or processing capacity for non-hazardous solid waste from Calhoun, Jersey, Greene, Macoupin and Montgomery Counties (i.e., the West Central Joint Action Solid Waste Committee).
- e. A discussion of the sources and reliability of information contained in this section.

4. Section Two

The Applicant shall provide sufficient detail to demonstrate that the proposed facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected. The Applicant shall subdivide this section of the application into three subsections: Location Subsection, Design Subsection, and Operation Subsection. The minimum requirements for these subsections are given below.

- a. Location Subsection. This subsection shall contain a location report that describes the existing hydrogeological, climatological, ecological, and historical conditions of the proposed site and the surrounding area. The report shall contain location standards documentation, narrative drawings, figures, and other material necessary

to provide an accurate description of the proposed location. Components of the location report shall include, but not be limited to:

- i. If the application is for a sanitary landfill, a Site Location Map showing the proposed site and the surrounding area defined by a line six (6) miles from the edge of the proposed property. This map shall graphically show the location of the 100-year floodplain, setback zones defined by Sections 14.2 and 14.3 of the Act, and any other location restrictions contained in federal, state, and local regulations. Locations of all known wells and potable water supply sources shall be shown on the map.

If the application is for any other PCF, a Site Location Map showing the proposed site and the surrounding area defined by a line two and one half miles from the edge of the proposed property. This map shall show the distance to the nearest property zoned primarily for residential uses and the nearest residential dwelling. Locations of all known wells and potable water supply sources shall be shown on the map.

- ii. Legal descriptions of both the proposed property and the proposed waste boundary. The legal descriptions shall be prepared by an Illinois Registered Land Surveyor.
- iii. Documentation verifying that the proposed site is not in violation of any location standard or restriction specified by all applicable federal, state, and local regulations and guidelines.
- iv. A study of the proposed site's geology and hydrogeology. If the application is for a sanitary or hazardous waste landfill, the study shall conform to all the Phase I, Phase II and Phase III investigation requirements of 35 IAC §811.315 and §812.314. Copies of all boring logs and soil and water sample analyses collected during the investigation shall be attached to the application.
- v. A summary of climatological data available for the area surrounding the proposed site. This data shall include monthly information for precipitation, temperature, barometric pressure, wind characteristics, storm characteristics, and other pertinent information.
- vi. A study of the history of the proposed site and the surrounding area. The study shall include, but not be limited to, copies of correspondence with the Illinois State Historical Society regarding historically significant features at the proposed site, aerial photos depicting the historical development of the area, and other information necessary to characterize the history of the proposed site.
- vii. A study of the indigenous plant and animal life for the proposed site and the surrounding area. The study shall also include the identification and discussion of any endangered or threatened species that are known to inhabit the site and the surrounding area.

- b. Design Subsection. This subsection shall contain a design report that describes the physical attributes of the proposed facility. The report shall contain narratives,

calculation, drawings, figures, and other material necessary to provide an accurate depiction of the facility. Components of the design report shall include, but not be limited to:

- i. A Site Plan Map, prepared and certified by a registered land surveyor, with an appropriate scale, which shows the location of all design components at the proposed site. This map shall include but not be limited to:
 - 1) All changes in topography to be made;
 - 2) Five foot contour interval on sites, or portions thereof, where the relief exceeds 20 feet, and two foot contour intervals on sites or portions thereof having less than 20 feet of relief; the location of all buildings, ponds, streams, wooded areas, bedrock outcrops, underground and overhead utilities, roads, fences, culverts, drainage ditches, drain tiles, easements, streets, boundaries, areas previously mined or where the soil has been disturbed from its natural condition, and locations and elevations of borings made; as they will exist upon completion of development of the site, including new construction proposed;
 - 3) The location of and description of all monitoring devices which will be utilized at the site.

If the application is for a sanitary landfill, the Site Plan Map shall also meet the requirements of 35 IAC §812.107. If the site is proposed to be utilized as a landfill, there shall also be filed a separate topographic map, prepared and certified by a registered land surveyor, showing the proposed final contours of the closed and covered site.

- ii. A narrative description of the facility. If the application is for a sanitary landfill, the description shall meet the requirements of 35 IAC §812.108.
- iii. Design drawings necessary to adequately describe the components and systems of the facility during construction, operation, and closure. The phasing of construction shall also be depicted by the design drawings. If the application is for a sanitary landfill, the drawings shall meet the requirements of 35 IAC §812.110 [stormwater], 114 [closure], 306 [liner], 307 [leachate collection], 309 [gas monitoring], and 313 [final cover].
- iv. If the application is for a sanitary landfill, the calculations shall verify that each design component meets the applicable requirements of 35 IAC §811.103, 110, 306, 307, 308, 310, and 314. The design report and calculations shall meet the requirements of 35 IAC §812.110, 306 [excluding 306(a)(3)(B)], 307, 309, and 313.
- v. If a National Pollutant Discharge Elimination System (NPDES) permit has been issued for any part of the site or an adjoining site owned or operated by the applicant, please attach a copy. If a NPDES permit will be necessary for the proposed facility, attach said application for a permit.
- vi. Describe how the facility design will accomplish control of all regulated air emissions. As applicable, discuss how Maximum Achievable Control Technology (MACT) will be implemented.

vii. A description of the correlation between the design and the site location. This section shall identify suitable and non-suitable features of the location and describe corresponding design attributes intended to abate non-suitable features.

c. Operation Subsection. This subsection shall contain an Operations Report that consists of an Operating Plan, a Construction Quality Assurance Plan, and a Closure/Post-Closure Care Plan. If the application is for a sanitary landfill, these plans shall meet the appropriate requirements of 35 IAC §811 and §812. The plans shall also show that the operation of the facility will comply with all applicable local regulations. Components of the Operations Report shall include, but not be limited to:

- i. A description of the types of wastes or other materials proposed to be received or produced at the facility, and, if applicable, identification of the time frame when such materials are proposed to be received or produced. For each type of waste or material identified, provide the maximum daily receipt and throughput, process capacity, and/or production.
- ii. An Operating Plan that explicitly describes the operations at the facility during all phases of operation at the proposed site. This Plan shall include, but not be limited to, personnel requirements, personnel training, equipment requirements, construction phasing, waste handling, monitoring requirements, hours of operation, equipment operation, stormwater control, air emissions control, odor control, dust control, litter control, vector control, noise control, systems maintenance, equipment maintenance.
- iii. If the application is for a sanitary landfill, a Construction Quality Assurance Plan that ensures the facility will be constructed in accordance with 35 IAC §811 Subpart E. This Plan shall meet the applicable requirements of 35 IAC §812 and shall define the duties of a construction quality assurance officer, describe all sampling and testing procedures, define explicit acceptance criteria, and provide a description of the statistical basis being the sampling and testing regime.
- iv. A Closure/Post-Closure Care Plan that describes the steps that will be taken to close the proposed facility and the steps necessary to provide proper post-closure care. If the application is for a sanitary landfill, this Plan shall include details of the components required by 35 IAC §811.110 and 111 and the Plan shall meet the requirements of 35 IAC §812.114 and 115. The Applicant shall also provide sufficient information proving that financial assurance is available for the proposed site.

5. Section Three

The application shall contain a study of how the proposed facility will minimize incompatibilities with the surrounding area and will minimize the effect on the value of the surrounding area. The study shall consider all design features, operating procedures, and location aspects of the facility. The proposed methods and features shall comply with, and

7. Section Five

The application shall contain a detailed Plan of Operations that is designed to minimize the danger from fires, spills or other operational accidents. This section shall be in addition to the Operating Plan included in Section 2. Components of this section shall include, but not be limited to:

- i. Narratives, drawings, and exhibits that describe response procedures, checklists, personnel needs, equipment needs, and outside emergency services.
- ii. Where emergency response from an outside organization is required by the Plan, the application shall contain documentation that the outside organization has been notified.

8. Section Six

The Applicant shall provide a study of the existing and proposed traffic patterns to or from the facility. The study shall show that the proposed traffic patterns are designed to minimize the impact on existing traffic patterns. The Applicant shall include comments from the County Highway Department and the County Sheriff's Department concerning the completed study and shall include responses to these comments. In completing the study, the Applicant, at a minimum, shall consider:

- i. The average and peak volume of waste handled by the facility and the corresponding average and peak hauling traffic.
- ii. Traffic generated due to the construction of the proposed facility.
- iii. Traffic due to the delivery of material and supplies to the proposed site.
- iv. The number of employees that will be traveling to and from the facility.
- v. The location of ingress and egress to the proposed site.
- vi. Entrances, driveways, types of roads and weight limits on roads in the vicinity of the proposed facility
- vii. Any mud tracking that may occur due to construction and operation of the proposed facility.
- viii. The accident history of the surrounding area and the effect the proposed facility may have on accident-prone areas.
- ix. Traffic projections of future, non-facility related traffic.

9. Section Seven

If the proposed facility will be treating, storing or disposing of hazardous wastes, the Applicant shall include an Emergency Response Plan for the proposed facility. The Emergency Response Plan shall include notification, containment, and evacuation procedures to be used in case of an accidental release. The Plan must be approved by any outside person, organization, or Agency that will participate in the implementation of the

Emergency Response Plan. Documentation of this approval shall be submitted in the application.

If the proposed facility will not be treating, storing, or disposing of hazardous waste, the application shall contain a certification stating that this is the case.

10. Section Eight

The application shall contain a detailed description of how the proposed facility is consistent with Montgomery County's Solid Waste Management Plan (the Plan was prepared in conjunction with the Counties of Calhoun, Greene, Jersey, and Macoupin). If at the time the Application is being prepared, the Solid Waste Management Plan is being revised or changed, the Applicant shall consider any proposed revisions or changes to the Solid Waste Management Plan when preparing the application.

An Applicant requesting site location approval of a transfer station, mixed waste processing facility, refuse-derived fuel facility, of an organic and/or mixed municipal waste composting facility must comply with the following requirements (as applicable):

- i. Demonstrate that tip fees at the facility will be competitive with landfilling non-hazardous solid waste from Montgomery County,
- ii. Demonstrate the existence of markets for recyclables recovered via the proposed technology through inclusion of letters of agreement or other documented arrangements for the delivery of recyclables;
- iii. Identify existing facilities (operated by the Applicant or other entity) in the United States using the same technology as that proposed for a facility in Montgomery County; and
- iv. If the application is for refuse-derived fuel facility, demonstrate the existence of markets for the refuse-derived fuel to be produced through inclusion of letters of agreement or other documented arrangements for the delivery of fuel.
- v. If the application is for a transfer station, demonstrate that recycling capabilities will be provided either at the site or at a regional recycling facility prior to transportation to a final disposal facility.

11. Section Nine

The application shall include details regarding groundwater recharge areas on or near the proposed site. If the site is located in a regulated recharge area, the application shall contain sufficient detail to show that all regulations promulgated by the Illinois Pollution Control Board regarding regulated recharge areas have been and will be complied with.

12. Section Ten

The application shall include information regarding the previous operating experience of the Applicant which shall be considered in evaluating Criteria Two and Five. At a minimum, this information shall include:

- i. The name, address and telephone of the proposed operator if different from the Applicant.
- ii. Audited financial statements of the Applicant and operator for the past five years.
- iii. If the Applicant is a sole proprietorship or a partnership, names and addresses of all individuals holding an interest shall be included.
- iv. If the applicant is a corporation, the names and addresses of all officers and directors, the names and addresses of all shareholders owning ten percent or more of the capital stock of said corporation, the telephone number of the corporation and the current Articles of Incorporation thereof. If more than ten percent of its capital stock is owned by another corporation, either directly or derivatively, then the requirements of this part shall be applicable to said other corporation or corporations also.
- v. Copies of all insurance policies the Applicant and the operator carries or will carry for the proposed site.
- vi. Full and detailed disclosure of all litigation, reported violations, consent orders, or consent agreements of the Applicant (and any subsidiary or parent company, or individuals of a partnership) in the field of waste management.
- vii. A listing of solid waste management facilities owned and/or operated by the Applicant.
- viii. A description of all facilities closed by the Applicant or operator including, but not limited to, the reason for closing the facility, the cost to close, the status of post-closure, and any post-closure clean-up required.

13. Additional Information

Additional information may be included as an appendix to the application if the Applicant deems this information helpful and/or necessary.

G. SIGNATURE AND NOTARY

I hereby affirm that all information contained in this application is true and complete to the best of my knowledge and belief

Signature of Applicant: _____ (Date)

Notary: _____ (Seal) (Date)

Signature of Proposed Operator _____ (Date)

(Date)

(Date)

Notary:

(Seal) _____ (Date)

Signature of
Engineer/Land Surveyor:

(Date)

Illinois Registration Numbers:

(Seal) _____

Signature of other person(s), technical and non-technical, who have supplied data contained in the
submittal:

(Signature) _____ (Date)

(Registration Number, Position, Title) _____ (Date)

(Signature) _____ (Date)

(Registration Number, Position, Title) _____ (Date)

These Article of Rules and Procedures shall take effect on the _____ day of _____,
2006.

DATED

Chairman, Montgomery County Board

[SEAL]

ATTESTED

Montgomery County Clerk

VOTING AYE: _____

VOTING NAY: _____

ABSTAINING: _____

ABSENT: _____

ORDINANCE # 06-16

ORDINANCE ESTABLISHING PREVAILING WAGE RATES

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

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works," approved June 26th, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 2006, 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 13th day of June, 2006.

APPROVED:

Mike A. Hawes

CHIEF PRESIDING OFFICER

ATTEST:

Sandy Leithner
SECRETARY/CLERK

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

CERTIFICATION OF PREVAILING WAGE ORDINANCE

I, Sandy Leithner, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 13th day of June, 2006, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 13th day of June, 2006.

(SEAL)

Sandy Leithner
Clerk/Secretary

ATTEST:

Mike A. Hawes
Chief Presiding Officer/ Title

Montgomery County Prevailing Wage for June 2006

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	4.850	8.350	0.000	0.600
ASBESTOS ABT-MEC		BLD		25.290	26.290	1.5	1.5	2.0	4.450	2.500	0.000	0.250
BOILERMAKER		BLD		27.750	30.250	1.5	1.5	2.0	6.820	10.28	0.000	0.210
BRICK MASON		BLD		25.520	27.170	1.5	1.5	2.0	4.750	7.700	2.000	0.420
CARPENTER	N	BLD		24.460	26.210	1.5	1.5	2.0	6.500	6.200	0.000	0.300
CARPENTER	N	HWY		24.550	26.300	1.5	1.5	2.0	6.500	6.200	0.000	0.300
CARPENTER	S	BLD		23.500	25.250	1.5	1.5	2.0	6.500	7.160	0.000	0.300
CARPENTER	S	HWY		23.550	25.300	1.5	1.5	2.0	6.500	7.200	0.000	0.300
CEMENT MASON		ALL		26.200	26.950	1.5	1.5	2.0	5.000	7.750	0.000	0.100
CERAMIC TILE FNSHER		BLD		22.610	0.000	1.5	1.5	2.0	5.000	4.300	0.000	0.400
ELECTRIC PWR EQMT OP NE	ALL			28.840	34.100	1.5	1.5	2.0	4.500	7.790	0.000	0.000
ELECTRIC PWR EQMT OP SW	ALL			30.610	36.890	1.5	2.0	2.0	4.380	7.650	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			22.860	36.890	1.5	2.0	2.0	3.270	5.710	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			35.190	36.890	1.5	2.0	2.0	5.030	8.800	0.000	0.180
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			24.980	36.890	1.5	2.0	2.0	3.570	6.250	0.000	0.120
ELECTRICIAN	E	BLD		28.490	31.340	1.5	1.5	2.0	5.150	5.110	0.000	0.430
ELECTRICIAN	NW	BLD		31.220	33.220	1.5	1.5	2.0	5.150	5.340	0.000	0.300
ELECTRICIAN	SW	ALL		31.460	33.350	1.5	1.5	2.0	5.030	6.130	0.000	0.470
ELECTRONIC SYS TECH	E	BLD		24.370	25.870	1.5	1.5	2.0	5.150	3.650	0.000	0.250
ELECTRONIC SYS TECH	W	BLD		22.970	24.470	1.5	1.5	2.0	2.800	4.690	2.250	0.250
ELEVATOR CONSTRUCTOR		BLD		35.099	39.490	2.0	2.0	2.0	7.775	5.090	2.110	0.000
GLAZIER		BLD		25.830	25.830	1.5	2.0	2.0	5.080	3.500	0.000	0.280
HT/FROST INSULATOR		BLD		29.640	30.640	1.5	1.5	2.0	4.450	7.860	0.000	0.450
IRON WORKER	N	BLD		25.400	27.150	1.5	1.5	2.0	5.710	8.050	0.000	0.300
IRON WORKER	N	HWY		25.400	26.900	1.5	1.5	2.0	5.710	8.050	0.000	0.300
IRON WORKER	S	ALL		25.390	26.890	1.5	1.5	2.0	6.210	7.900	0.000	0.420
LABORER		ALL		20.650	21.150	1.5	1.5	2.0	4.850	8.350	0.000	0.600
LATHER		BLD		24.460	26.210	1.5	1.5	2.0	6.500	6.200	0.000	0.300
MACHINIST		BLD		35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS		BLD		22.610	0.000	1.5	1.5	2.0	5.000	4.300	0.000	0.400
MILLWRIGHT		BLD		25.270	27.020	1.5	1.5	2.0	6.500	5.850	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		25.350	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	2		24.220	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	3		19.740	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	4		19.800	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	5		19.470	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	6		25.900	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	7		26.200	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER	ALL	8		26.480	26.480	1.5	1.5	2.0	5.900	10.60	0.000	1.000
PAINTER		BLD		24.600	25.600	1.5	1.5	2.0	4.400	5.150	0.000	0.350
PAINTER		HWY		25.800	26.800	1.5	1.5	2.0	4.400	5.150	0.000	0.350
PAINTER OVER 30FT		BLD		25.600	26.600	1.5	1.5	2.0	4.400	5.150	0.000	0.350
PAINTER PWR EQMT		BLD		25.600	26.600	1.5	1.5	2.0	4.400	5.150	0.000	0.350
PAINTER PWR EQMT		HWY		26.800	27.800	1.5	1.5	2.0	4.400	5.150	0.000	0.350
PILEDRIIVER	N	BLD		24.960	26.710	1.5	1.5	2.0	6.500	6.200	0.000	0.300
PILEDRIIVER	N	HWY		25.050	26.800	1.5	1.5	2.0	6.500	6.200	0.000	0.300
PILEDRIIVER	S	BLD		24.000	25.750	1.5	1.5	2.0	6.500	7.160	0.000	0.300
PILEDRIIVER	S	HWY		24.050	25.800	1.5	1.5	2.0	6.500	7.200	0.000	0.300
PIPEFITTER	NE	BLD		33.050	35.050	1.5	1.5	2.0	6.450	4.450	0.000	0.300
PIPEFITTER	SW	BLD		29.700	30.950	2.0	2.0	2.0	5.350	5.600	0.000	0.100

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PLASTERER	BLD	26.150	27.150	1.5	1.5	2.0	5.000	7.000	0.000	0.250
PLUMBER	NE BLD	33.050	35.050	1.5	1.5	2.0	6.450	4.450	0.000	0.300
PLUMBER	SW BLD	29.700	30.950	2.0	2.0	2.0	5.350	5.600	0.000	0.100
ROOFER	BLD	23.950	26.200	1.5	1.5	2.0	4.650	5.250	0.000	0.100
SHEETMETAL WORKER	ALL	27.210	28.460	1.5	1.5	2.0	6.000	4.770	1.630	0.120
SPRINKLER FITTER	BLD	31.240	33.240	1.5	1.5	2.0	6.500	5.350	0.000	0.250
TERRAZZO FINISHER	BLD	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 Grisham.

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

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

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

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

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

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

ELECTRONIC SYSTEMS ELECTRICIAN

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic

helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS

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

GROUP II. Assistant Operators.

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

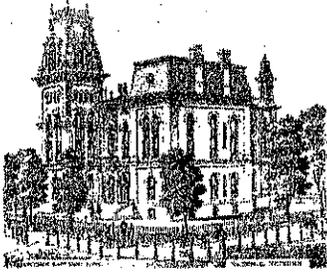
The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, 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.



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Waggoner

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 Waggoner, 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 Waggoner, 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 May 8, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Wabganor, ILLINOIS

Mike A. Hauer
Chairman, County Board

Ken R. [Signature]
Mayor

ATTEST:

[Signature]
Montgomery County Clerk

[Signature]
City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT**Ownership**

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on May 8, 2006 by:

MONTGOMERY COUNTY, ILLINOIS

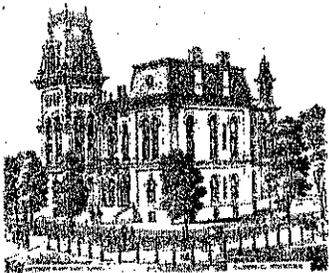
CITY OF Waggoner, ILLINOIS

Milo A. Hawen
Chairman, County Board

Ken A. [Signature]
Mayor

ATTEST
[Signature]
Montgomery County Clerk

[Signature]
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Waggoner

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 Waggoner, 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 Waggoner, 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 May 8, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Waggoner, ILLINOIS

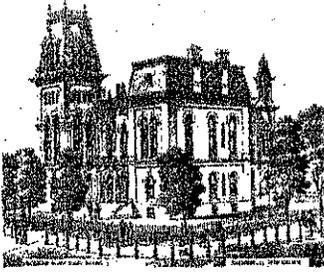
Milo A. Haven
Chairman, County Board

Ken R. [Signature]
Mayor

ATTEST:

Sandy [Signature]
Montgomery County Clerk

Tammie [Signature]
City Clerk



BOOK 6 PAGE 229
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Taylor Springs

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 Taylor Springs, 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 Taylor Springs, 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 May 5, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Taylor Springs, ILLINOIS

Mike A. Hawes
Chairman, County Board

Carl Holbert
Mayor

ATTEST
Sandy Luthers
Montgomery County Clerk

Cindy Laurent
City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on May 5, ²⁰⁰⁶2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Taylor Springs, ILLINOIS

Mike A. Hawera

Carl Hallors

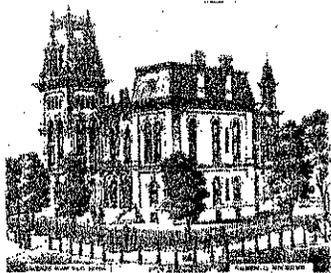
Chairman, County Board

Mayor

ATTEST:

Sandy Latherson
Montgomery County Clerk

Cindy Laurent
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Taylor Springs

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 Taylor Springs, 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 Taylor Springs, 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 May 5, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Taylor Springs, ILLINOIS

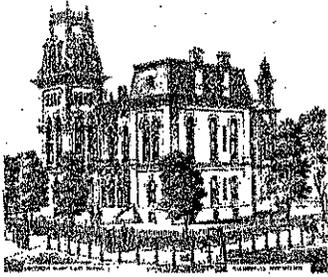
Mike A. Havens
Chairman, County Board

Carl Haller
Mayor

ATTEST:

Larry Lee
Montgomery County Clerk

Cindy Laurent
City Clerk



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF NOKOMIS

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 Nokomis, 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 Nokomis, 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:

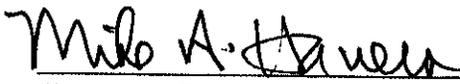
1. The County agrees to license to and cooperate with the City in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography 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.

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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 6/13, 2006, by:

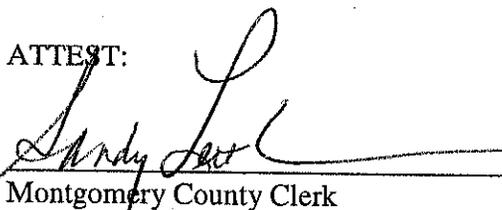
MONTGOMERY COUNTY, ILLINOIS

CITY OF NOKOMIS, ILLINOIS


Chairman, County Board


Mayor

ATTEST:


Montgomery County Clerk


City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT**Ownership**

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

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

Usage of the Montgomery County Database

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

Term of License Agreement

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

Limitation of Liability

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

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

Termination

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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 6/13, 2006 by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF NOKOMIS, ILLINOIS

Mike A. Hawes
Chairman, County Board

Kurt Starnes
Mayor

ATTEST:
Andy Lee
Montgomery County Clerk

Pamela J. Burdzlawkas
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF _____
NOKOMIS

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 Nokomis, 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 Nokomis, 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 6/13, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF NOKOMIS, ILLINOIS

Milo A. Jones
Chairman, County Board

Kate Bruner
Mayor

ATTEST:

Sandy Lee
Montgomery County Clerk

Ramela J. Budzylaukas
City Clerk

Resolution #06 - 17**ILLINOIS WORKFORCE PARTNERSHIP**

WHEREAS, the personal prosperity of Montgomery County and the economic security of our state and nation will require uniting our workforce development, education and economic development strategies in a common effort to provide our citizens with higher skills and supply our businesses with qualified workers; and

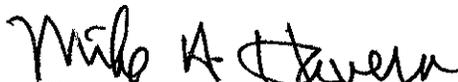
WHEREAS, the economic security of Montgomery County citizens is to enhance the quality and productivity of people and businesses and provide effective economic development strategies for workforce needs of the future; and

WHEREAS, the Illinois Local Workforce System and One-Stop Centers must be able to offer more programs and services to a wider customer base;

THEREFORE, as elected officials of Illinois, and on behalf of the Illinois Workforce Partnership (IWP), which represents the workforce system encompassing the entire state, we hereby agree and resolved the following principles for an Illinois Workforce Strategy:

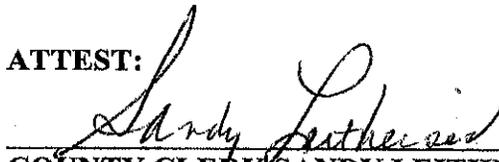
1. The Illinois Workforce Development System must continue to recognize the values of local decision-making, which is key to the success of the future workforce.
2. The Local Workforce Investment Boards who are comprised of a majority of business leaders and who have worked effectively in partnership with the Chief Elected Officials (CEOs) should continue to be the cornerstone of the Workforce Development System.
3. The One-Stop System must have sufficient resources to offer comprehensive services, universal access and life-long learning options for both business and individuals.
4. The importance of Workforce Development should be recognized by designating the week of August 27th, 2006 as "Workforce Development Week" in the County of Montgomery to showcase Illinois' Workforce System.

PASSED this 13th, day of June, 2006.



MIKE HAVERA, CHAIRMAN

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION NO. 06-18

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 # 04-001-175-02

as described in Certificate No. 30 sold December 23, 2002.

WHEREAS, a public auction was held March 29, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of July, 2006.

Mike A. Hawen

CHAIRMAN

ATTEST:

Sandy Laitheiser

Clerk of the Board

Permanent Index No.: 04-001-175-02

**ATTACHMENT
LEGAL DESCRIPTION**

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point One Hundred (100) feet Northwesterly of the intersection of the South side of First Street and the West side of Prospect Street; thence Northwesterly along First Street One Hundred Sixty-five (165) feet; thence South One Hundred Sixty-five (165) feet; thence Southeasterly parallel with First Street Twenty-one (21) feet; thence Northeasterly parallel with Prospect Street a distance of Sixty (60) feet; thence Southeasterly parallel with First Street a distance of Forty-five (45) feet; thence Northeasterly parallel with Prospect Street a distance of One Hundred (100) feet to the point of beginning, situated in the City of Coffeen, Montgomery County, Illinois. 17-35-307-010

DEED

BOOK

6 PAGE 242

200600033893
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-11-2006 At 09:40 am.
QUIT CLAIM 29.00
OR Book 1142 Page 434 - 436
Instrument Book Page
200600033893 OR 1142 434

Return Deed &
Mail Tax Statement To:

Annetta Kuhl-Middleton and
James Middleton
411 Stoddard Street
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: ANNETTA KUHL-MIDDLETON AND JAMES MIDDLETON AS JOINT TENANTS

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 04-001-175-02

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 11th day of July, 2006.

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.

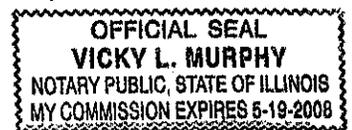
Given under my hand and notarial seal, this 11th day of July, 2006.

"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



Permanent Index No.: 04-001-175-02

**ATTACHMENT
LEGAL DESCRIPTION**

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at a point One Hundred (100) feet Northwesterly of the intersection of the South side of First Street and the West side of Prospect Street; thence Northwesterly along First Street One Hundred Sixty-five (165) feet; thence South One Hundred Sixty-five (165) feet; thence Southeasterly parallel with First Street Twenty-one (21) feet; thence Northeasterly parallel with Prospect Street a distance of Sixty (60) feet; thence Southeasterly parallel with First Street a distance of Forty-five (45) feet; thence Northeasterly parallel with Prospect Street a distance of One Hundred (100) feet to the point of beginning, situated in the City of Coffeen, Montgomery County, Illinois. 17-35-307-010

RESOLUTION NO. 06-19

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 # 11-100-059-26

as described in Certificate No. 200 sold November 15, 1999.

WHEREAS, a public auction was held March 29, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of July, 2006.

Mike A. Havers

CHAIRMAN

ATTEST:

Sandy Lettewiser

Clerk of the Board

Permanent Index No.: 11-100-059-26

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No.23 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

DEED

BOOK

6 PAGE 247

200600033892
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-11-2006 At 09:40 am.
QUIT CLAIM 29.00
OR Book 1142 Page 431 - 433
Instrument Book Page
200600033892 DR 1142 431

Return Deed &
Mail Tax Statement To:

Jeffrey L. Malloy
508 S. Central
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: JEFFREY L. MALLOY

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.: 11-100-059-26

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 11th day of July, 2006.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leithaiser
County Clerk of Montgomery County, Illinois

Mike A. Havers
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.

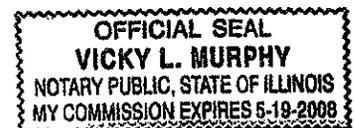
Given under my hand and notarial seal, this 11th day of July, 2006.

"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



Permanent Index No.: 11-100-059-26

**ATTACHMENT
LEGAL DESCRIPTION**

Unit No.23 in Deer Creek Condominium Campground as delineated on the survey attached as Exhibit A to the First Amendment to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Montgomery County, Illinois on March 25, 1994, as Document No. 342385 together with a percentage interest as a tenant in common in and to the Common Elements being defined in the Declaration of Condominium ("Declaration") as consisting of all portions of the Property except the Units, all as defined in the Declaration (which percentage shall be subject to change in the event parcels are hereafter annexed or added to the Condominium as provided in the Declaration) all in Montgomery County, Illinois

PLAT ACT - AFFIDAVIT

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

CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

Instrument 200600033892 OR Book Page 1142 433

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

State of Illinois) SS.
County of Montgomery)

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

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

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

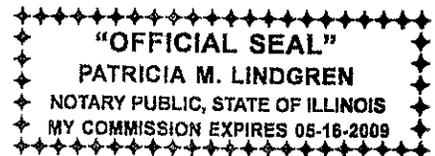
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

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

[Signature]
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of which does not require Plat Act compliance.

Affiant Signature

RESOLUTION NO. 06-20

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 Five (5) and Six (6) in Block Four (4) of De Shanes 1st Addition in the Village of Walshville, Montgomery County, Illinois. 19-11-108-005

Parcel Index # 17-000-561-00

as described in Certificate No. 322 sold December 23, 2002.

WHEREAS, a public auction was held March 29, 2006, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 11th day of July, 2006.

Mike A. Hawes

CHAIRMAN

ATTEST:

Sandy Lathen

Clerk of the Board

200600033891
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
07-11-2006 At 09:40 am.
QUIT CLAIM 29.00
OR Book 1142 Page 429 - 430
Instrument Book Page
200600033891 OR 1142 429

DEED

Return Deed &
Mail Tax Statement To:

Kevin L. Hemken
112 Schoeny Trail
Walshville, IL 62091

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: KEVIN L. HEMKEN

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

Lot Five (5) and Six (6) in Block Four (4) of De Shanes 1st Addition in the Village of Walshville, Montgomery County, Illinois. 19-11-108-005

Permanent Index No.: 17-000-561-00

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

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 11th day of July, 2006.

ATTEST
Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Haveru
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 11th day of July, 2006.

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

[Signature]
Buyer, Seller or Representative

Vicky L. Murphy
NOTARY PUBLIC



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

State of Illinois) SS.
County of Montgomery)

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

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

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

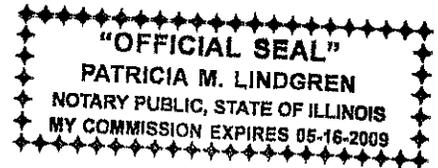
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

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

[Signature]
Affiant Signature

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

[Signature]
Notary Public



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

Affiant Signature

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE
(REV. 08/08/06)

ALL UTILITIES

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

POSTAGE

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

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS (ADDED 8/8/2006)

CONTRACTUAL AND LEASE SERVICES

CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES - FORKLIFT RENTAL FOR RECYCLING CENTER
J.A.K.K. CONSULTING
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
I.O.S. CAPITAL
HARRIS
C & S COMPANY
HEALTH PROFESSIONALS, LTD. (ADDED 8/8/2006)

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

PAYROLL/SALARY

INSURANCE

SOCIAL SECURITY

IRS-941

DEDUCTION CHECKS

REIMBURSE SALARIES

CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS

RETIREE INSURANCE PLAN

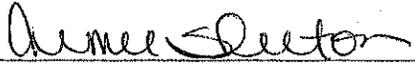
DISCLAIMER

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 AUGUST 8, 2006



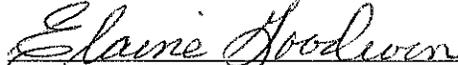
RON JENKINS
MONTGOMERY COUNTY TREASURER



AIMEE SHELTON
ASSISTANT COUNTY TREASURER



SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER



ELAINE GOODWIN
ACCOUNTS PAYABLE DEPARTMENT HEAD

PUBLIC FUNDS

AUTHORIZATION RESOLUTION

all CO's

Sandy Leithner

I, _____, do hereby certify that I am Secretary of _____

Montgomery County Board

Federal Tax Identification Number 5760011661

the laws of the State of Illinois, a public entity organized under

and that the following is a true, complete and correct copy of resolutions adopted at a meeting of the Board of Directors of said entity duly and properly called and held on the 12th day of Sept, 2006; that a quorum was present at said meeting; that said resolutions are set forth in the minutes of said meeting and have not been rescinded or modified.

RESOLVED, that NATIONAL BANK, hereinafter sometimes called the Bank be and it hereby is designated as a depository for our funds and any officer of this public entity is hereby authorized to open or cause to be opened an account or accounts with said Bank on such terms, conditions and agreements as shall be required by said Bank, to endorse or cause to be endorsed, in the name of this entity and to cash, to negotiate or to deposit or cause to be deposited in such account or accounts any money, checks, drafts, orders, notes and other instruments for the payment of money and to make any other agreements and advisable in regard thereto.

RESOLVED FURTHER, that checks, drafts or other withdrawal orders issued against the funds of this entity on deposit with said Bank may be signed by any one of the following:

(Insert One or Two)

Ron Jenkins

Aimee Shelton

and said Bank is hereby fully authorized to pay and charge to the account of this entity any checks, drafts or other withdrawal orders, so signed, including those payable to the individual order of the person signing the same and including also checks or other withdrawal orders payable to the said Bank or to any other person or corporation, which are applied in payment of any indebtedness owing to said Bank from the person or persons who signed such checks or other withdrawal orders.

RESOLVED FURTHER, that this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by said Bank.

RESOLVED FURTHER, that all transactions, if any, in respect to any deposits, withdrawal, rediscounts and borrowings by or on behalf of this entity with said Bank prior to the adoption of this resolution be and the same hereby are in all things ratified, approved and confirmed.

RESOLVED FURTHER, that any and all resolutions heretofore adopted by the Board of Directors of this entity and certified to said Bank as governing the operation of this entity's account(s) with it, be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing.

I further certify that the Board of Directors of this entity has, and at the time of adoption of said resolution had, full power and lawful authority of adopt the foregoing resolutions and to confer the powers therein granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this entity this 12th day of September, 2006.

Mike A. [Signature]

Attest by One Other Officer

Sandy Leithner
Secretary

NOTICE: Prepare this form in duplicate - Forward the original copy to the Bank and retain the duplicate copy for your files. Also, complete all other forms furnished by the Bank (such as signature card, lease forms, etc.) and forward them to the Bank immediately, as they are absolutely necessary to carry out the directives of this authorization.

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 2007 is the sum of \$145,000.00.

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 Forty-five Thousand Dollars and No Cents (\$145,000.00) for the following purposes:

Equipment, Materials, and Services.

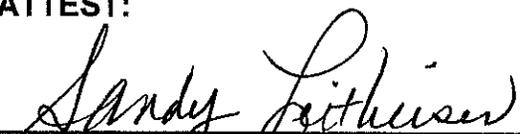
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$145,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of September, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06- 22

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 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

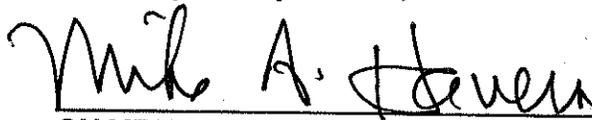
WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2007 is the sum of \$154,000.00.

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-four Thousand Dollars and No Cents (\$154,000.00) for the following purposes:

Equipment, Materials, and Services.

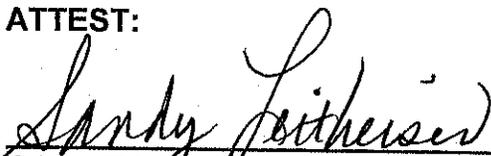
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$154,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of September, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06- 23

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 2007 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.

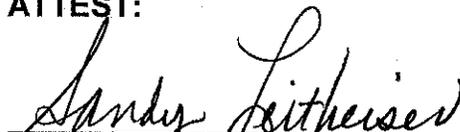
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$78,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of September, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06-24

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

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

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

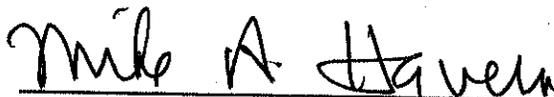
WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2007 is the sum of \$32,662.00.

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-two Thousand, Six Hundred Sixty-two Dollars and No Cents (\$32,662.00) 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 \$32,662.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of September, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06-25**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

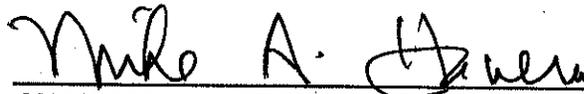
WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2007 is the sum of \$58,000.00.

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 12th day of September, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

ORDINANCE No. 06-26

ABATING REAL PROPERTY TAXES

Abatement of Property Taxes on Parcel ID #08-100-725-06 per
the Guidelines Authorized under the State of Illinois Property Tax Code, 35 ILCS 200/18-170

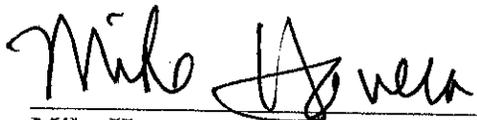
WHEREAS, the Governing Board of Montgomery County, Illinois, does hereby authorize and direct the County Clerk of Montgomery County to abate property taxes on Parcel ID # 08-100-725-06 located in the City of Hillsboro, Illinois, for Economic Development purposes, and

WHEREAS, the Montgomery County Board agrees to extend the term of the abatement from 3 years to 5 years on Parcel ID #08-100-725-06 and is in acknowledgement of a request by the City of Hillsboro, Illinois to extend the abatement length and is authorized under the State of Illinois Property Tax Code, 35 ILCS 200/18-170 for the abatement of taxes in the current County Enterprise Zone.

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Board does hereby extend the property tax abate on Parcel ID #08-100-725-06 and authorizes and directs the County Clerk of Montgomery County, Illinois to abate the property taxes for said parcel, which is located in the City of Hillsboro, Illinois.

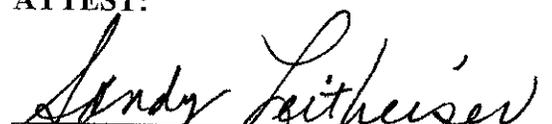
PASSED THIS 12th DAY of September, 2006.

AYES: 20
NAYES: 0
PRESENT: 20
ABSENT: 1



Mike Havera, Chairman Montgomery County Board

ATTEST:



Sandy Leithner
Montgomery County Clerk & Recorder

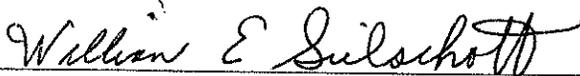
RESOLUTION # 06 - 27**RESOLUTION OF THE COUNTY BOARD VOIDING TAX BILL
2005-2006 ON BIKE TRAIL PROPERTY**

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 2005 payable 2006 be voided.

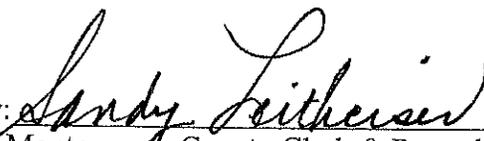
Approved by the Montgomery County Board on the 8th day of August 2006.



Montgomery County Board Chairman, Mike Havera



Montgomery County Finance Committee Chairman, Bill Sielschott

Attest by: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

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

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

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

F I L E D
OCT 10 2006

DATE: September 15, 2006

Sandra Leitheiser COUNTY CLERK

FROM: MONTGOMERY COUNTY BOARD

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

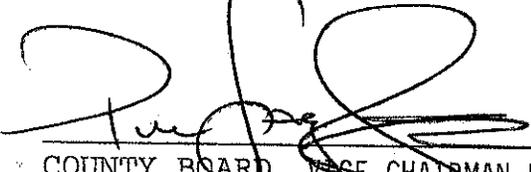
RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF TAX BILLS

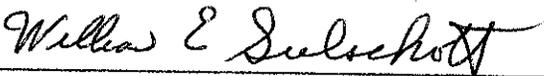
NOTICE TO COUNTY OFFICIALS:

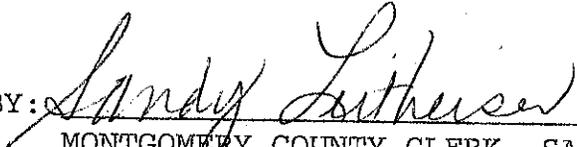
THE COUNTY HAS ACQUIRED CERTAIN PROPERTIES IN ACCORDANCE WITH THE DELINQUENT TAX SALE PROCEDURE AND IN ACCORDANCE WITH THE PROPERTY TAX CODE 35 ILCS, SEC 21-90, SEC 21-95, SEC 21-100, SEC 21-105.

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 10th DAY OF October 2006.


COUNTY BOARD VICE CHAIRMAN DENNIS JAGODZINSKI


FINANCE COMMITTEE CHAIRMAN, BILL SIELSCHOTT

ATTEST BY: 
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

MONTGOMERY COUNTY TRUSTEE
2005-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
02-000-563-00
02-000-564-00
02-000-565-00
02-000-566-00
02-000-569-00
02-000-685-20
04-001-175-02
04-001-220-00
04-001-250-00
04-001-594-00
07-000-177-00
07-000-254-05
08-100-013-00
08-100-306-50

08-100-707-93
08-100-707-94
08-100-707-98
08-103-795-00
08-202-488-00
09-000-825-00
10-001-204-00
11-100-059-00-10
11-100-059-00-14
11-100-059-00-27
11-100-059-00-29
11-100-059-00-43
11-100-059-00-47
11-100-059-00-50
11-100-059-00-56
11-100-059-00-57
11-100-059-12
11-100-059-13
11-100-059-15
11-100-059-17
11-100-059-20
11-100-059-26
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11-100-059-36
11-100-059-42
11-100-059-43
11-100-059-47
11-100-059-48
11-100-059-51

11-100-059-51
11-100-059-77
11-100-059-78
11-100-059-99
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12-000-412-00
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
16-002-012-00
17-000-561-00
18-000-638-00
18-000-639-00
18-000-658-00
18-001-114-00
19-000-137-00

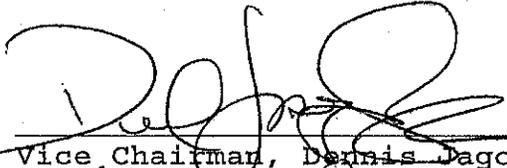
Montgomery County Board

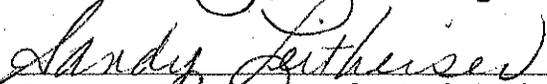
Holiday Schedule for Year 2007

January 1, 2007	New Year's Day	Monday
January 15, 2007	Martin Luther King Jr. Day	Monday
February 19, 2007	President's Day	Monday
April 6, 2007	Good Friday	Friday
May 28, 2007	Memorial Day	Monday
July 4, 2007	Independence Day	Wednesday
September 3, 2007	Labor Day	Monday
October 8, 2007	Columbus Day (Obsv.d)	Monday
November 12, 2007	Veteran's (Obsv.d)	Monday
November 22, 2007	Thanksgiving Day	Thursday
November 23, 2007	Day after Thanksgiving	Friday
December 24, 2007	Day before Christmas	Monday
December 25, 2007	Christmas Day	Tuesday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

Oct. 10th, 2006.


Vice Chairman, Dennis Jagodzinski


County Clerk, Sandy Leitheiser

10/10/06
Date

10/10/06
Date

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Macoupin Co/ Montgomery Co	State Contract xxx	Day Labor	Local Contract	RR Force Account
	Section 03-00085-00-BR/03-00126-00-BR	Fund Type BRP, local match	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-204-05	BROS-1741(103)				

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

Location

Local Name Waggoner Road Route FAS 1741 Length 0.263 miles
 ini 5.5 miles East of Nilwood over Macoupin Creek

Current Jurisdiction Macoupin Existing Str. No 059-3027

Project Description

Replacement of existing structure with a 3 span reinforced concrete deck on PPC deck beams on integral abutments.

Division of Cost

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

* See Addendum B

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

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

THE LA AGREES:

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

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

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

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

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

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Addendum A - Location Map; Addendum B - Division of Cost

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Andrew Manar

Title Macoupin County Board Chairman
Macoupin County Board Chairperson

Signature *Andrew Manar*

Date 11-14-06

TIN Number E9999-7978-05

Name Mike A. Hevera

Title County Board Chairman (Mont.)
Montgomery County Board Chairperson

Signature *Mike A. Hevera*

Date 11-29-06

TIN Number _____

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin, Secretary

Date _____

By: _____

Milton R. Sees, Director of Highways/Chief Highway Engineer

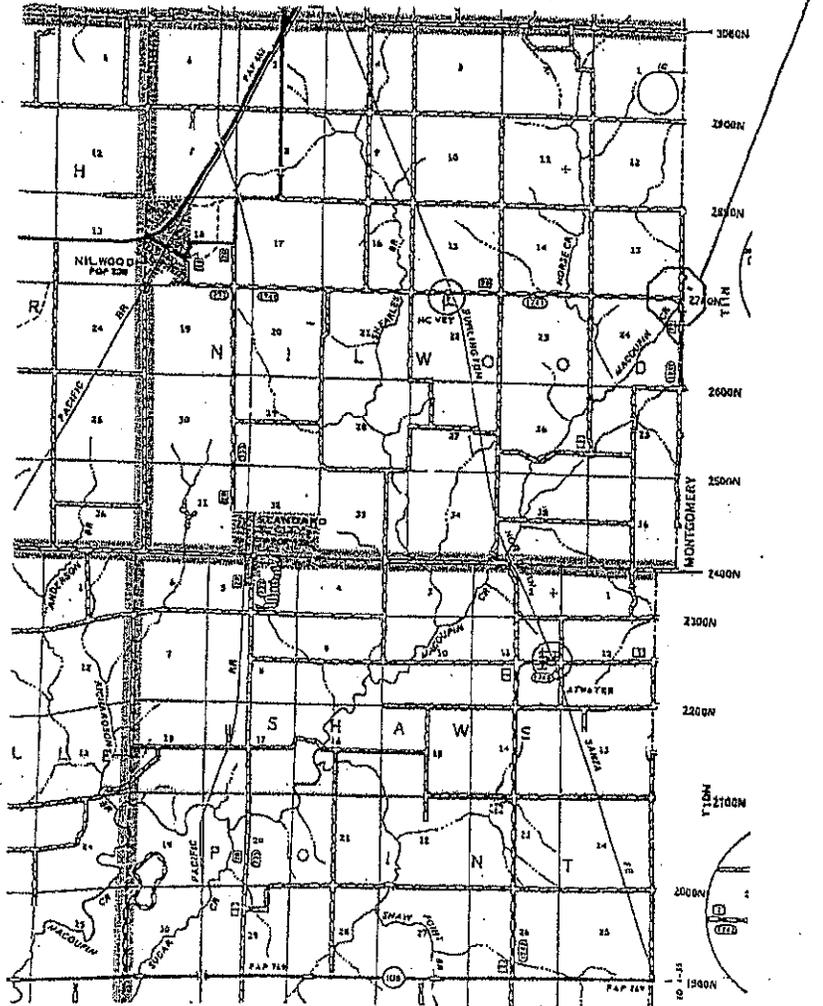
Ellen Schanzle-Haskins, Chief Counsel

Ann Sundeen, Director of Finance and Administration

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

LOCATION MAP

PROJECT LOCATION



MACOUPIN COUNTY
 SECTION 03-00085-00-BR
 FAS-1741, CH-28
 STRU NO 059-3027 OVER MACOUPIN CREEK
 BRRP FUNDS

ADDENDUM A

ADDENDUM B
 Macoupin/Montgomery Counties
 03-00085-00-BR/03-00126-00-BR

Division of Cost

BRP	State Match	LA	Total
\$544,000 (1)	\$136,000 (2)	BAL (3)	\$680,000

1. 80% NTE \$544,000 to be used first
 NTE \$316,064 for Macoupin County
 NTE \$227,936 for Montgomery County

2. Lump Sum State Match NTE \$136,000 to be used second
 NTE \$79,016 for Macoupin County
 NTE \$56,984 for Montgomery County

3. Balance of funds after BRP and STATE MATCH expended to be invoiced
 Macoupin County at 58.1%
 Montgomery County at 41.9%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 19-06

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 \$1,860.08 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

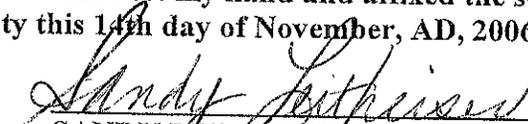
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	1030 B-CA, Interurban Circle	See Attached Map	\$3,720.17

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2006.

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 November, AD, 2006.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Hillsboro	50%



Illinois Department of Transportation

MONT. CO. HWY. RESOLUTION #20-0

County Maintenance Resolution

RESOLVED, by the County board of MONTGOMERY County, that \$764,530.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2007 and ending December 31, 2007, 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.

Authorized MFT Expenditure

STATE OF ILLINOIS

MONTGOMERY County, } ss.

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

Date

MONTGOMERY County, at its November 14, 2006

meeting held at HILLSBORO

on November 14, 2006

Date

Department of Transportation

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

in said County, this 14th day of November A.D. 2006

Regional Engineer

(SEAL)

Sandy Leitheiser (handwritten signature)

County Clerk

Sandy Leitheiser, Montgomery County Clerk

Montgomery County Revolving Loan Fund**Draft 2 (2)****Goal:**

To establish a revolving loan fund (RLF) in Montgomery County to benefit new and existing businesses that operate within Montgomery County limits.

An original investment of \$250,000 by the Montgomery County Board from the General Revenue Fund (allocation of money generated from sale of coal rights) will be used to start fund.

Objectives of RLF:

- Create and retain permanent private sector employment,
- Encourage small business start-ups and expansions,
- Stimulate investments in the county,
- Leverage public and private investments.

Eligible Projects:

- Acquisition of land, buildings, and fixed equipment,
- Working capital and inventory,
- Site preparation and construction, reconstruction, or installation of buildings and fixed equipment,
- Clearance and demolition, removal or rehabilitation of buildings, and improvements.

Ineligible Projects:

- Reimbursing expenditures made prior to approval of the loan,
- Land, buildings, or fixed equipment not essential to the business,
- Routine maintenance.

General Information

Loans are subject to availability of funds.

Only loan requests between \$5,000 and \$50,000 will be considered. The RLF board has the right to increase the maximum loan amounts. However, the revolving loan can not exceed 33% of the project. Request for funds will be made by financial institutions for specific projects for the businesses they represent.

RLF rate to financial institutions is fixed at 2% throughout the duration of the loan. The RLF board has the right to change the RLF rate as needed. However, changes in the rate will only affect future loans. Also, if adjustments to the RLF

Montgomery County Revolving Loan Fund

Draft 2 (2)

rate are made, renegotiations on the share of the percentage that is maintained by the Montgomery County Economic Development Corporation (MCEDC) will be done at that time by the MCEDC and Montgomery County Board.

The financial institutions may not charge more than 4% above the RLF rate to recipients of revolving loan funds.

The repayment schedule will be determined by the financial institutions, and presented in the request for revolving loan funds.

Any changes to original terms of the repayment schedule must be approved by the RLF board.

The term of the loan will vary depending upon the collateral and use of funds. As a guide, the revolving loan will normally allow a maximum of 20 years on real estate, 10 years on equipment and 7 years on working capital.

Collateral must be more than sufficient to cover the loan amount.

Requirements

Leverage at least \$2.00 of private funds for every \$1.00 requested.

Create or retain one full-time permanent position for every \$10,000 requested.

Demonstrate that the proposed project is not eligible for financing from any other source on reasonably equivalent terms.

Maintain adequate insurance on the pledged collateral.

Comply with all applicable local, state and federal laws, regulations and ordinances.

Loan will be recalled in the event that jobs are lost due to relocation of part or all of the business outside Montgomery County. The rate of recall is based on \$10,000 per job lost due to relocation.

Application Process

Applications are available via the Internet at (add in link) or at the MCEDC office located within the University of Illinois Extension, Montgomery County, #1 Industrial Park Drive, Hillsboro, Illinois, 62049. A loan application must include the following information about the business that the financial institution is applying for:

Montgomery County Revolving Loan Fund

Draft 2 (2)

- The company's complete business plan, as well as a brief summary, (1-2 pages) that provides background about the project and market opportunity.
- Detailed project costs and forecasts of potential revenue for at least 5 years.
- Financial statements for the business of the past three years. If the RLF project is for new business, then copies of the majority owner(s)'s¹ personal financial statements² for the past three years are required.

Applications are reviewed on an as needed basis by the RLF board. Applicants will be invited to attend the meeting at which their application is reviewed. The RLF board makes a decision within 30 days of the meeting. Applicants will be notified in writing of the decision of the RLF board. If a loan is offered to the applicant, they will have 30 days from date of written notification to accept or deny the loan. There is no limit on the number of applications that an applicant may submit.

Administration:

Payments: Principal goes back into fund established by Montgomery County Board

2% RLF rate is paid directly to the MCEDC to cover costs of administration

Administration includes, but is not limited to, marketing RLF, staffing and coordination of RLF board meetings, establishment of record keeping on all decisions made by the RLF board, and other duties as needed.

Revolving Loan Fund Board

The Revolving Loan Fund Board will be comprised of seven board members.

All board members will be appointed to three year terms by the MCEDC. Six board members will be non-staff and non-directors to the MCEDC. The seventh member will be a staff person or director from the MCEDC. Members need not be residents of Montgomery County, but must work within Montgomery County or for a financial institution which serves Montgomery County. Initially, the board members will have staggered terms, as determined by a random drawing, in order to have continuity on the RLF board. The number of board members may

¹ Majority ownership is defined as anyone owning at least 20% or more of the business.

² Personal financial statements included, but are not limited to past tax returns with the IRS.

Montgomery County Revolving Loan Fund

Draft 2 (2)

be increased/decreased as needed and approved by a majority³ of the current RLF board. RLF board members can have no more than two consecutive terms.

The six non-staff and non-directors to the MCEDC, members of the RLF board, can be comprised of no more than two members representing the same Montgomery County community, and at least four different Montgomery County communities need to be represented by the six members. The seventh member from the MCEDC will be considered to represent the county at large.

Meetings will be held on an as needed basis. For an official meeting to take place, at least three board members and the staff person or director from the Montgomery County Economic Development Corporation need to be present. At least 48 hours notice prior to the meeting needs to be given to applicants who are up for review.

³ Majority on RLF board is 51%, therefore, with a seven member board; at least four must approve change.

ANNUAL BUDGET
FISCAL YEAR 07
EXPENDITURES

REQUESTED CHANGES to the 9/12/06 DRAFT

FUND DESCRIPTION	FUND-ACCT-OFFICE	Amount Budgeted *9/12/06 DRAFT	Requested Change
VETERANS ASSISTANCE COMMISSION:			
ADMINISTRATIVE -			
Salary - VAC Superintendent	284-510.001-284	32,137	32,137
Salary - VAC Employ - Part Time	284-510.003-284	-	-
Maintenance/Service Contracts	284-520.008-284	575	575
Telephone	284-520.012-284	2,400	2,400
Gas/Electric	284-520.013-284	3,600	3,600
Travel	284-520.015-284	800	800
Postage	284-520.016-284	200	200
Printing	284-520.017-284	300	300
Liability Insurance	284-520.024-284	500	500
Janitorial Service	284-520.027-284	-	-
Dues/Subscriptions	284-520.028-284	150	150
Training	284-520.029-284	900	900
Computer Software	284-520.054-284	-	-
Computer Hardware	284-520.057-284	-	-
Office Rent	284-520.082-284	6,300	6,300
Internet Service	284-520.111-284	480	480
Utilities	284-520.259-284	-	-
Office Supplies	284-530.001-284	500	500
Office Furniture	284-530.010-284	250	250
Reference Materials	284-530.018-284	150	150
Contingencies	284-540.001-284	-	-
Other Expenses	284-540.012-284	-	-
TOTAL ADMINISTRATIVE		49,242	49,242
AID TO VETERANS -			
Gas/Electric	284-520.013-284	2,245	-
Water/Sewer	284-520.014-284	100	100
Construction	284-520.031-284	-	-
Gas/Electric	284-520.034-284	-	2,245
Food	284-520.036-284	300	300
Physician Services	284-520.117-284	250	250
Transportation	284-520.118-284	7,000	7,000
Heating Fuel	284-530.007-284	250	250
Clothing	284-530.012-284	100	100
Personal Hygiene	284-530.013-284	50	50
Shelter	284-530.016-284	1,200	1,200
Household Incidentals	284-530.048-284	100	100
Prescription Drugs	284-530.070-284	300	300
Transient Assistance	284-540.027-284	650	650
TOTAL AID TO VETERANS		12,545	12,545
TOTAL VETERANS ASSISTANCE COMMISSION		61,787	61,787
EMERGENCY TELEPHONE SYSTEM BOARD:			
Salary-Coordinator	911-510.001-911	40,820	41,720
Salary-Dispatcher-Full Time	911-510.007-911	172,633	172,633
Salary-Dispatcher-Part Time	911-510.023-911	14,000	14,000
Overtime	911-510.073-911	8,000	8,000
Maintenance-Equipment	911-520.005-911	10,000	10,000
Maintenance-Signs	911-520.007-911	8,500	8,500
Maintenance-Service Contract	911-520.008-911	10,000	10,000
Fees-Professional	911-520.011-911	1,900	1,900
Telephone	911-520.012-911	19,000	19,000
Travel	911-520.015-911	1,000	1,000
Postage	911-520.016-911	500	500
Publishing/Printing	911-520.017-911	285	285
Contractual Services	911-520.025-911	600	600
Dues/Subscriptions	911-520.028-911	3,500	3,500
Training	911-520.029-911	4,000	4,000
Meeting Expense	911-520.030-911	850	850
Fee for Collecting Surcharge	911-520.073-911	10,200	10,200

**ANNUAL BUDGET
FISCAL YEAR 07
EXPENDITURES**

REQUESTED CHANGES to the 9/12/06 DRAFT

<u>FUND DESCRIPTION</u>	<u>FUND-ACCT-OFFICE</u>	<u>Amount Budgeted *9/12/06 DRAFT</u>	<u>Requested Change</u>
ICTC Data Base Maintenance	911-520.090-911	34,000	34,000
Citizen's Comm. Data Base Maintenance	911-520.091-911	8,500	8,500
Frontier / Midland Data Base Maintenance	911-520.092-911	10,188	10,188
Office Supplies	911-530.001-911	3,040	3,040
Gasoline-Oil	911-530.002-911	2,280	2,280
Operating Supplies-Equipment	911-530.005-911	3,040	3,040
Uniforms/Clothing	911-530.012-911	1,500	1,500
Contingency	911-540.001-911	1,900	1,900
Wire Transfer Fee	911-540.008-911	20	20
Other Expenses	911-540.012-911	200	200
Agency Equipment	911-540.022-911	1,000	1,000
Public Relations	911-540.023-911	1,000	1,000
Health Insurance	911-540.070-911	40,559	39,659
Capital Outlay (>\$5,000 ea.)	911-560.005-911	5,000	5,000
Small Equipment Purchases (< \$5,000 ea.)	911-560.014-911	3,500	3,500
Assets Not Meeting Threshold	911-560.015-911	-	-
TOTAL EMERGENCY TELEPHONE SYSTEM BOARD		<u>421,515</u>	<u>421,515</u>
DOCUMENT STORAGE:			
Salary-Document Preparation	308-510.003-308	35,000	35,000
Document Preparation	308-520.041-308	10,000	10,000
Office Supplies	308-530.001-308	8,000	8,000
Other Expenses	308-540.012-308	100	100
Capital Outlay (>\$5,000 ea.)	308-560.005-308	5,000	70,000
TOTAL DOCUMENT STORAGE		<u>58,100</u>	<u>123,100</u>
RECORD KEEP IMPROVE-CNTY CLERK:			
Salary - Recording Dept. Employee Part time	325-510.003-325	-	-
Postage/Recording Dept.	325-520.016-325	2,500	2,500
Contractual Services	325-520.025-325	30,000	30,000
Records Maintenance	325-530.030-325	-	65,000
Other Expenses	325-540.012-325	1,300	1,300
TOTAL RECORD KEEP IMPROVE-CNTY CLERK		<u>33,800</u>	<u>98,800</u>
TOTAL EXPENDABLE TRUST		<u>1,641,423</u>	<u>1,771,423</u>
GRAND TOTAL ALL FUNDS		<u>18,925,790</u>	<u>19,055,790</u>

RESOLUTION 06-28

TO ADOPT FISCAL YEAR 2007 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 2006, that the attached Financial Appropriation Ordinance for Fiscal Year 2007 which commences December 1, 2006, and ends November 30, 2007, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Nineteen Million, Fifty-five Thousand, Seven Hundred Ninety Dollars and No Cents (\$19,055,790).

APPROVED and ADOPTED this 14th day of November, 2006.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leithaiser
COUNTY CLERK SANDY LEITHEISER

AYES: 20

NAYES: 0

PRESENT: 20

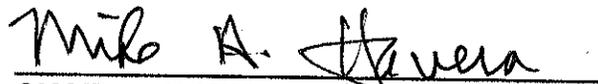
ABSENT: 1

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2006, after having ascertained the sum of Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00) 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 Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00) 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 Five Hundred Fifty Thousand Dollars and No Cents (\$550,000.00) 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 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

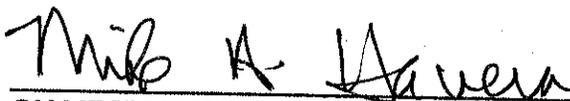
RESOLUTION 06- 30

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 2006, 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 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06- 31

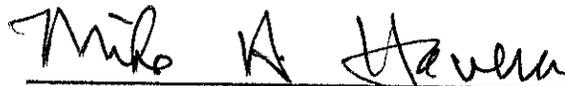
A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

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.

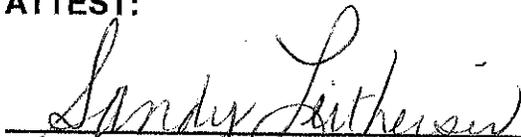
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Seven Hundred Thousand Dollars and No Cents (\$700,000.00). The tax provided for 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 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY SANDY LEITHEISER

RESOLUTION 06- 32

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 2006, 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 Thirty-five Thousand Dollars and No Cents (\$435,000.00) 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 Thirty-five Thousand Dollars and No Cents (\$435,000.00). 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 14th day of November, 2006.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leithaiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06- 33

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 2007 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Two Hundred Thirty-two Thousand, Five Hundred Dollars and No Cents (\$232,500.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:

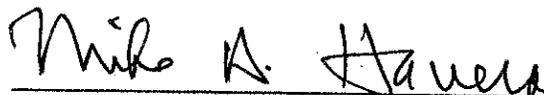
The Workmen's Compensation Act of the State of Illinois,

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 14th day of November, 2006.


CHAIRMAN MIKE HAVERA

ATTEST


COUNTY CLERK SANDY LEITHEISER

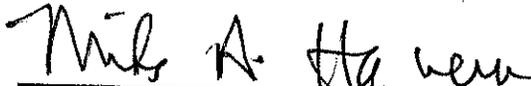
RESOLUTION 06- 34

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 2006 after having ascertained the sum of Sixty-six Thousand, Five Hundred Dollars and No Cents (\$66,500.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

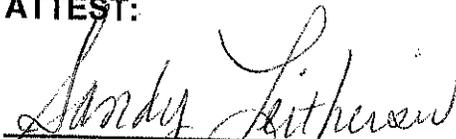
WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Sixty-six Thousand, Five Hundred Dollars and No Cents (\$66,500.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Sixty-six Thousand, Five Hundred Dollars and No Cents (\$66,500.00) provided that the percent of levy shall not exceed .075 percent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06-35

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 recessed session of its annual September meeting of the year 2006 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 14th day of November, 2006.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06- 36

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 14th day of November, 2006.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06-37

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 14th day of November, 2006.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06-38

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 2007; and

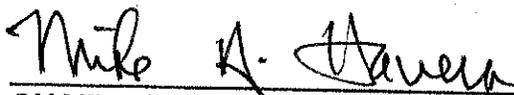
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

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 2006, 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.

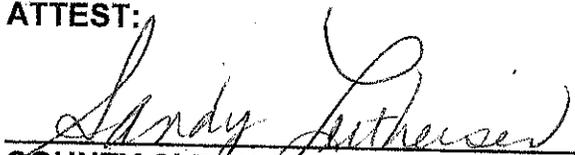
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Forty-six Thousand Dollars and No Cents (\$146,000.00) and the County Clerk is hereby authorized to extend such percent 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 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06- 39

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

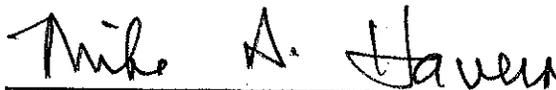
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

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: \$74,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual September meeting of the year 2006, after having ascertained the sum of Seventy-four Thousand Dollars and No Cents (\$74,000.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy-four Thousand Dollars and No Cents (\$74,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy-four Thousand Dollars and No Cents (\$74,000.00), 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 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

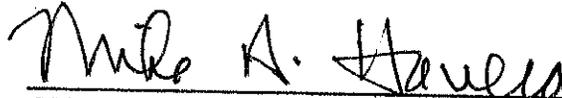
RESOLUTION 06- 40

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 2006, after having ascertained the sum of Forty-four Thousand Dollars and No Cents (\$44,000.00) 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 Forty-four Thousand Dollars and No Cents (\$44,000.00) 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 Forty-four Thousand Dollars and No Cents (\$44,000.00) 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 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

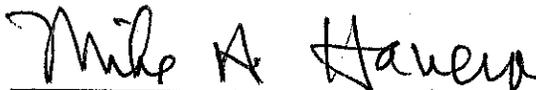
RESOLUTION 06- 41

TO SET CERTAIN SALARIES

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2007 beginning December 1, 2006, and ending November 30, 2007, are set for the following:

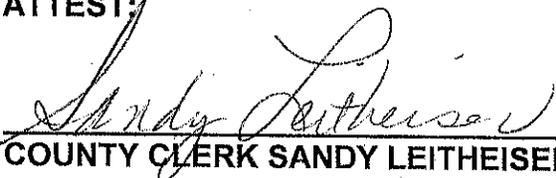
SUPERVISOR OF ASSESSMENTS	\$ 44,360.00
PROBATION OFFICER	\$ 39,585.00
ASSISTANT PROBATION OFFICERS	\$134,384.00

APPROVED and ADOPTED this 14th day of November, 2006.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 06 42

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 2007, 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 2006, this 14th day of November 2006, 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

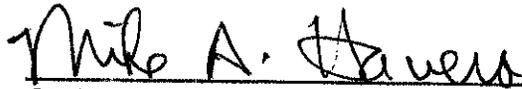
RESOLUTION 06-42

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 2007, commencing December 1, 2006, and ending November 30, 2007, 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 2007.

APPROVED and ADOPTED this 14th day of November, 2006.

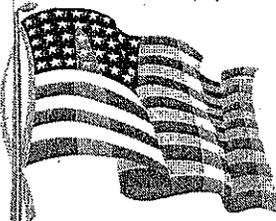


CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER



THE WORLD NEEDS GOOD

OFFICE OF
MONTGOMERY COUNTY TREASURER
AND COLLECTOR

Historic Courthouse, P.O. Box 596, Hillsboro, Illinois 62049
(217) 532-9521 FAX (217) 532-2404

Ronald D. Jenkins, Treasurer and Collector

IN GOD WE TRUST

November 1, 2006

Mike Havera, Chairman
Montgomery County Board
P.O. Box 122
Hillsboro, Illinois 62049

Re: Designation of Depositories

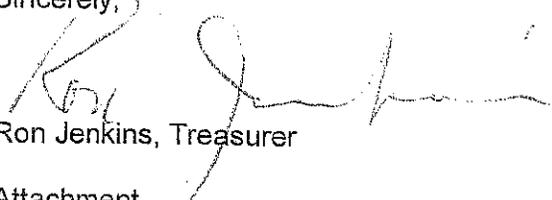
Dear Chairman Havera:

Illinois Compiled Statutes Chapter 55, Act 5, Section 5/3-10009 states in part "the County Board when requested by the County Treasurer, shall designate one or more banks or savings and loan associations in which the funds and other public moneys in the custody of the County Treasurer may be kept" (see attached).

Pursuant to this statute I am requesting designation of the following banks or savings and loan associations with facilities located in Montgomery County:

1. Farmers and Merchants State Bank, Virden, Illinois
2. Carlinville National Bank, Carlinville, Illinois
3. First Community Bank, Hillsboro, Illinois
4. Bank of America, Hillsboro, Illinois
5. National Bank, Hillsboro, Illinois
6. Litchfield Community Savings, Litchfield, Illinois
7. Bank and Trust Company, Litchfield, Illinois
8. First National Bank of Litchfield, Litchfield, Illinois
9. Litchfield National Bank, Litchfield, Illinois
10. Nokomis Savings Bank, Nokomis, Illinois
11. First National Bank of Nokomis, Nokomis, Illinois
12. First National Bank of Raymond, Raymond, Illinois
13. Security National Bank, Witt, Illinois

Sincerely,



Ron Jenkins, Treasurer

Attachment

5/3-10009. Deposit of public funds

§ 3-10009. Deposit of public funds. In counties having a population of less than 150,000 the county board, when

requested by the county treasurer, shall designate one or more banks or savings and loan associations in which the funds and other public moneys in the custody of the county treasurer may be kept and when a bank or savings and loan association has been designated as a depository it shall continue as such until 10 days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as is required by this Section. When a new depository is designated, the county board shall notify the sureties of the county treasurer of that fact, in writing, at least 5 days before the transfer of funds. The county treasurer shall be discharged from responsibility for all funds and moneys which he deposits in a depository so designated while such funds and moneys are so deposited.

No bank or savings and loan association shall receive public funds as permitted by this Section, unless it has complied with the requirements established pursuant to Section 6 of "An Act relating to certain investments of public funds by public agencies", approved July 23, 1943, as now or hereafter amended.¹

P.A. 86-962, Art. 3, § 3-10009, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10009.

¹ 80 ILCS 235/6.

5/3-10010. Books of account

§ 3-10010. Books of account. Every county treasurer shall keep proper books of account whether mechanically, electronically or otherwise produced, used and maintained, and in whatever form such books of account may have by virtue of modern accounting machines and procedures, in which he shall keep a regular, just and true account of all moneys, revenues and funds received by him, stating particularly the kind of funds received, whether in gold, silver, county orders, jury certificates, auditor's warrants, or other funds authorized by law to be received as revenue, the time when, or whom, and on what account each particular sum in money or other funds was received; and also of all moneys, revenues and funds paid out by him agreeably to law, stating particularly the time when, to whom, and on what account payment is made. This Section is subject to the provisions of "The Local Records Act".¹

P.A. 86-962, Art. 3, § 3-10010, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10010.

¹ 80 ILCS 205/1 et seq.

5/3-10011. Inspection of books of account

§ 3-10011. Inspection of books of account. Said books of account shall be free to the inspection of all persons wishing to examine the same.

P.A. 86-962, Art. 3, § 3-10011, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10011.

5/3-10012. County orders

§ 3-10012. County orders. When any county order is presented to him to be countersigned, the county treasurer shall personally countersign the same, and shall also enter in a book, to be kept by him for that purpose, its number, date and amount, and the name of the person to whom the same is payable, and when any such order is paid, he shall cancel the same, and note the fact opposite such entry. This Section is subject to the provisions of "The Local Records Act".¹

P.A. 86-962, Art. 3, § 3-10012, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10012.

¹ 80 ILCS 205/1 et seq.

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5/3-10013. Orders to be filled up and authorized

§ 3-10013. Orders to be filled up and authorized. The county treasurer shall not countersign any county order before the same is filled up, nor until he shall have examined the records of the county board, and ascertained that the issuing of such order is warranted thereby.

P.A. 86-962, Art. 3, § 3-10013, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10013.

5/3-10014. Payment of money

§ 3-10014. Payment of money. No money or funds shall be paid out of any county treasury, except in accordance with an order of the county board, or when payment is special authorized by law to be made.

In counties which have delegated the authority to pay claims against the county, as provided by Section 1-6006, the County Treasurer may pay funds out of the County Treasury upon the order of the county officials designated to allow disallow claims made against the county.

P.A. 86-962, Art. 3, § 3-10014, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10014.

5/3-10015. Report to county board

§ 3-10015. Report to county board. The county treasurer of each county shall report to the county board, at each regular term thereof, the amount of money, county orders, jury certificates and other funds he may have received from every source, since his last accounting, stating by whom, what account and at what time paid into the treasury; and also the amount of all payments from the treasury, stating particularly to whom, on what account and at what time paid out; also the amount of money, county orders, jury certificates and other funds in his hands.

P.A. 86-962, Art. 3, § 3-10015, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10015.

5/3-10016. Inspection of reports

§ 3-10016. Inspection of reports. Said reports shall be filed and preserved in the office of the county clerk, and be free to the inspection of any person wishing to examine same.

P.A. 86-962, Art. 3, § 3-10016, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10016.

5/3-10017. Account and settlement

§ 3-10017. Account and settlement. The county treasurer shall, at any time when required by the county board, render an account and make settlement with the county board.

P.A. 86-962, Art. 3, § 3-10017, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10017.

5/3-10018. Half-yearly settlements

§ 3-10018. Half-yearly settlements. It shall be the duty of the county board, at least once every six months, to examine the books of account of the treasurer, and count the funds, and make settlement with the county treasurer. The county clerk shall enter on the records of the county board the amount and kinds of funds found to be in the treasury at such time.

P.A. 86-962, Art. 3, § 3-10018, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 3-10018.

I have had the honor and privilege of serving the people of Montgomery County as an elected member of the County Board for twenty-two years, including the past six years as County Board Chairman. During that time, we have faced many issues requiring decisions whose outcomes affected the nature and quality of life for the people of Montgomery County.

BOOK

6 PAGE 299

This is not a responsibility that I, or the other members of this body took lightly, and we approached each decision with an awareness of the responsibility entrusted to us, and a desire to truly represent the best interests of our constituents. I have always felt that there are no shortcuts or substitutes for taking the time and energy that is required in order to fulfill this responsibility in the fashion that it deserves.

However, the added demands required on my time and energy by changes in my professional career, coupled with a desire to spend more time with my family and grandchildren; has caused me to evaluate the impact this would have on my duties as Chairman of the County Board. After much consideration I have chosen to retire from the Board, upon completion of my current term as Chairman, which will end on November 30, 2006.

During this 22 year period I have worked with you and past Board members to accomplish the completion of the Graham Correctional Center, the Montgomery County Courthouse, the Montgomery County Jail, the development of the Rural Water System, as well as the implementation of the GIS digital mapping system; and phase I of the resurfacing of the Fillmore Blacktop Project from Rte. 185 by Vansburensburg to Fillmore. In the near future I hope to see the completion of phase II, which will extend from Fillmore to the Nokomis substation on Rte. 16. All of these projects have served to benefit the citizens of Montgomery County, and I am proud, as I know you are, of these accomplishments.

I want to thank my wife Cherie, my family and friends for their support, as well as the voters of District #2, including Coalton, Nokomis, Audubon and Roundtree for providing me with the opportunity to represent them on this Board for over two decades. I have enjoyed it, some days more than others, but I have always tried to do, as I know you have, what was in the best interests of the residents of Montgomery County.

Also, I want to express my appreciation to the members of this Board for your friendship, which has reached beyond differences in party affiliation or opposition to one another on any specific issue. It has been an honor and a pleasure to serve with you. I wish you all the very best.

Thank you

Michael Havera, County Board Chairman

Christian - Montgomery
REGIONAL OFFICE OF EDUCATION

ANNUAL REPORT

Dr. Greg Springer, Regional Superintendent ... July 1, 2005 – June 30, 2006

TAYLORVILLE OFFICE
101 South Main Street
Taylorville, Illinois 62568
(217) 824-4730
Fax (217) 824-2464

HILLSBORO OFFICE
One Courthouse Square, Room 202
Hillsboro, Illinois 62049
(217) 532-9591
Fax (217) 532-9623

Website: www.montgomery.k12.il.us

CHRISTIAN-MONTGOMERY REGIONAL OFFICE OF EDUCATION MISSION STATEMENT

The Christian-Montgomery ROE strives to provide quality educational service to the children, schools, and communities of Christian and Montgomery Counties.

Message from the Regional Superintendent

Dear Friend of Education,

The FY06 annual report of the Christian-Montgomery Regional Office of Education (ROE #10) records the office's activities and accomplishments for the period July 1, 2005, through June 30, 2006. This report must be provided annually prior to January 1.

ROE #10 staff members interact daily with staff from the nine unit school districts and the special education cooperative based in Christian and Montgomery Counties. We also represent the interests of those who are not employed by educational entities but who have issues with our schools. It is my goal and that of the ROE staff to provide personal and efficient service to all our constituents. ROE #10 continues to be recognized for leadership in giving attention to the needs of those persons we are privileged to serve.

This past year, the accomplishments of ROE staff met and often exceeded the mandates of state and federal law. Our accomplishments included:

- Providing supervision, as per law, for our school districts.
- Serving as the official advisor to school administrators and teachers in the region.
- Administering G.E.D. testing, truancy prevention programming, tutoring, and a regional alternative school (Safe Schools) program – all efforts that individual districts do not have the capacity to perform alone.
- Offering high quality professional development opportunities for educators, including technology training that is state-of-the-art.
- Assisting with professional licensure issues, including issues related to No Child Left Behind (NCLB), and providing numerous other

certification services to teachers, administrators, and other educational system employees.

- Conducting school compliance visits in order to help assure that state and federal mandates are understood and are being addressed by our school districts.
- Offering training programs for bus drivers to help assure that our children are safely transported to their school buildings each day.
- Upholding fiscal standards.
- Facilitating the resolution of a variety of school legal issues.
- Assisting with school district reorganization issues.
- Reviewing and monitoring all school health/life safety projects, including new construction projects, additions, repairs, and reconstruction projects.
- Helping assure the safety of our schools by conducting annual health/life safety visits in every school building in the region and assuring that findings from previous years' visits were addressed.
- Writing and implementing state and federal grants in order to bring taxpayer money back to our region to support educational programs that benefit our schools districts and bring jobs into our two-county region.
- Serving as local ombudsman for regional school districts in their interactions with state and federal education oversight agencies.

Respectfully submitted,



Dr. Greg Springer
Regional Superintendent of Schools
Christian-Montgomery ROE #10

Christian – Montgomery Regional Office of Education Services

TAOEP (Attendance Assistance Program)
Students and Families Served 286

Christian-Montgomery Truancy Services
Students and Families Served 506

School Crisis Assistance Team (S.C.A.T.)
SCAT Team Members 3

Illinois Century Network (ICN) – Taylorville Community Project
Number of Students and Educational Personnel Supported 3141
Number of Local and County Governmental Personnel Supported 61

Christian-Montgomery Regional Office of Education
Christian-Montgomery Regional Office of Education website:
www.montgomery.k12.il.us

Regional Safe Schools Program
(ChrisMont Safe School – Grades 6-10)
Enrollment for 2004-2005 School Year 30
Student Outcomes:
Improved Behavior 15
Improved Attendance 10
Returned to their Home School 20
Curricular Outcomes:
Received High School Credit (Grades 9-10) 8
Advanced in Grade Level (Grades 6-8) 10

Human Resources
Full-time Employees 16
Part-time Employees 13

Teacher Certification
Certificates Issued 133
Certificates Registered 1084

Petition Hearings
Number of petitions for annexation/detachment 0
Petitions processed between July 1, 2005 – June 30, 2006 by Regional Board of Trustees 0

School Recognition
Districts Evaluated for Compliance:
• Edinburg CUSD #1
• Hillsboro CUSD #1
• Morrisonville CUSD #1

Life Safety Inspections
Inspection Reports filed 40
(All buildings were inspected and reports filed with the respective Board of Education and the State Board of Education.)
Building Permits Issued 2
Occupancy Permits Issued 3
Temporary Facility Occupancy Permits 1

GED Testing
Applications Taken 13
GED Completed 16

Bus Driver Training
Initial Bus Driver Training 10
Initial Bus Drivers 10
Refresher Trainings 2
Refresher Participants 15

Christian-Montgomery Media Library
Videos Distributed 11

ROE #10 Learning Express Program:

Mission Statement:
To prepare families for future success as students and as citizens by providing quality programs that promote a safe, nurturing, healthy, and supportive learning environment.

Learning Express Service Statistics FY06
Within each program, numbers are unduplicated; however, families may be co-enrolled in more than one program (duplicated numbers across programs)

Shared Beginnings® book Distributions 3
Number of Teen Parents 35
Number of Children 108

Parents As Teachers Born to Learn™ home visits:
Number of families 78
Number of birth to three children 98

Birth to Three Early Childhood Case Management:
Number of Prevention Initiative families 72
Number of Birth to three children 87

WIA Youth Served (A & E Train):
(Number of youth receiving this component)
Employability Enhancement Skills, Career Planning, Case Management, Social Service Referral 17
Paid Work Experience 2

Administrators' Academy**Trainings**

Number of Offerings 2
Number of Participants 36

Meetings -

Superintendent/Principals
Number of Meetings 5
Number of Participants 136

Database of Consultants**(FY06)**

Professional Development
Consultants 140

Math/Science

Number of Trainings 19
Number of Participants 822

**School Improvement/
Staff Development**

Number of Workshops 49
Number of Participants 1505

Institute Offerings

Number of Workshops 1
Number of participants 1058

**Technology (Inquiry Based
Learning**

Number of Trainings 8
Number of Participants 87

Reading/Language Arts

Number of Trainings 8
Number of Participants 132

**Standards Aligned Classroom
(SAC)**

Building Teams 5
Teacher/Administrator
Participants 26
SAC Training 3
Number of Team Meetings 30

**Number of Advisory Board
Meetings**

6

FY 2006 Revenue Information

Grant/Program	Revenue	Expenditures
Teacher Certification	\$17,592.43	\$5,821.61
GED Registrations	6,772.14	7,198.27
Bus Driver Permits	76.74	128.88
Truant Officer	14,532.04	14,633.36
Illinois Asthma Program	1,095.84	1,094.22
Workshop	5302.66	10,548.35
Fingerprinting	3,747.38	4,990.25
SOS Family Literacy	0.06	30.26
Regional Institute	12,993.92	12,993.92
Co-op	16,942.83	15,126.13
Safe Schools Local	2,077.09	3,922.91
Safe Schools-GSA	96,102.31	95,255.65
Standards Aligned Classroom (SAC)	10,064.72	21,963.03
LITES	144.80	6,825.06
WIA Christian County		
A & E Train	59,481.13	59,481.13
Supervisory	2032.46	2293.17
Teacher Quality	1,784.57	-
NCLB	2,082.65	3,646.10
State Stand. & Assmnt.	12,595.01	9,282.84

Grant/Program	Revenue	Expenditures
State Free Lunch/Brkfst.	575.58	533.93
School Breakfast Prog.	3,071.46	3,071.46
School Bus Driver Trng.	1,041.33	862.03
Truants Alt./Optional Ed.	87,438.90	87,427.20
Safe Schools-RSSP	113,011.21	112,998.00
Early Childhood-Prev. Init.	214,559.51	214,522.83
Early Learning Partners	30,021.84	29,998.09
ROE School Services	59,658.01	59,632.03
National Sch. Lunch Prog.	4,967.70	4,967.70
Reading First Services	27,687.70	27,687.70
Rural Sch. Achiev. Program (REAP)	18,957.39	18,957.39
Vocational Payroll-State Funds	56,423.44	56,423.44
Vocational Payroll-Federal Funds	4,604.65	4,604.65
TOTALS	\$890,543.49	\$906,129.68

BALANCE	\$15,586.19
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FY2005 Beginning Balance	\$ 169,844.68
FY2005 Ending Balance	\$ 154,258.49

Distributive System

FY2005 Beginning Balance	\$ 2,647.45
FY2005 Ending Balance	\$ 2,544.06

Teacher Certification-E-Payments

FY2005 Beginning Balance	\$ 140.66
FY2005 Ending Balance	\$ 50.50

Regional Information

PUBLIC SCHOOLS

Districts	9
Student Enrollment	11,617
Administrators	50
Teachers	867
Buildings	38
Cooperatives	4

NON-PUBLIC SCHOOLS

First Baptist Christian Academy
Sacred Heart School
St. Mary School
St. Maurice School
VisionWay Christian School
St. Isidore School
St. Louis School
Zion Lutheran School

REGIONAL SAFE SCHOOLS PROGRAM

ChrisMont Safe School Program

SCHOOL DISTRICTS

Morrisonville Community Unit School District #1
Taylorville Community Unit School District #3
Edinburg Community Unit School District #4
Pana Community Unit School District #8
South Fork Community Unit School District #14
Panhandle Community Unit School District #2
Hillsboro Community Unit School District #3
Litchfield Community Unit School District #12
Nokomis Community Unit School District #22

COOPERATIVES

Midstate Special Education Cooperative
Christian County Special Education Cooperative
Montgomery County/Carlinville Special Education Cooperative
Christian-Montgomery Regional Vocational System

Governing Boards

REGIONAL BOARD OF TRUSTEES

Paul Donham, Montgomery County
Don Scott, Christian County
Byron E. Schneider, Christian County
Donna Yeske, Montgomery County
Robert Milligan, Montgomery County
Jeff Robinson, Christian County
David Spinner, Montgomery County

REGIONAL PROFESSIONAL DEVELOPMENT REVIEW COMMITTEE

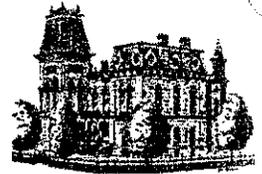
Janet Kensi	Pam Stewart
Steve Knipp	Roger Reeves
Earl Meier	Rich Wilson
Jackie Metzger	Nma Wunderlich

REGIONAL ADVISORY BOARD FOR STAFF DEVELOPMENT ACTIVITIES

Jamice Bitter	Jackie Metzger	Joyce Gooding	Sheryl Holt
Jean Hobson	Nancy Montgomery	Janet Rappe	Richard Wilson
Jim Brubaker	Eynell Slavbaugh	Marsha Blackman	



Regional Office of Education Christian-Montgomery Counties



Dr. Greg Springer,
Regional Superintendent

FY07 Health/Life/Safety and District Compliance Visits (Quarterly Schedule)

2006-2007: Hillsboro, Morrisonville, Edinburg

2007-2008: Pana, South Fork, Litchfield

2008-2009: Taylorville, Nokomis, Panhandle

2006-2007 Health/Life Safety and Compliance Schedule

1st quarter:

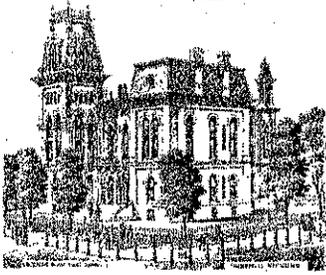
Tuesday, October 17: H/L/S at Pana
Thursday, October 19: H/L/S at Nokomis
Tuesday, October 24: H/L/S at Panhandle
Thursday, October 26: H/L/S at South Fork

2nd quarter:

Thursday, November 9: H/L/S at Taylorville
Wednesday, November 15: H/L/S at Taylorville
Thursday, November 16: H/L/S at Morrisonville
Tuesday, November 28: H/L/S at Hillsboro
Wednesday, December 6: H/L/S at Litchfield
Thursday, December 7: H/L/S at ChrisMont
Thursday, December 14: H/L/S at Edinburg
Tuesday, January 16, 2007: Compliance at Hillsboro
Thursday, January 18, 2007: Compliance at Edinburg
Thursday, January 25, 2007: Compliance at Morrisonville

3rd and 4th quarters:

Additional Compliance Visits TBS:
South Fork, Panhandle, Pana, Nokomis
Taylorville, and Litchfield



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Ohlman

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 Ohlman, 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 Ohlman, 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 but provided that the City gives written notice of intent to terminate at least thirty (30) days prior there. 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.

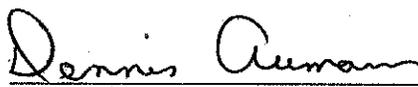
This Agreement is adopted and set in force on 12/12, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Ohlman, ILLINOIS

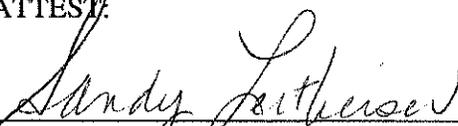


 Chairman, County Board

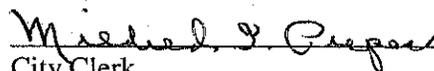


 Mayor

ATTEST:



 Montgomery County Clerk



 City Clerk

Limitation of Liability

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

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

Termination

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

Assignment

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

This Agreement is adopted and set in force on 12/12, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Ohlman, ILLINOIS

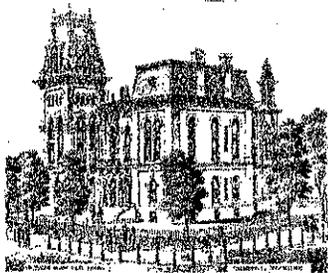
Wanda J. [Signature]
Chairman, County Board

Dennis [Signature]
Mayor

ATTEST:

Sandy Leithersed
Montgomery County Clerk

Michael P. [Signature]
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY

AND
CITY OF Village of Ohlman

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 OHLMAN, 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 Ohlman, 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 12/12, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Ohlman, ILLINOIS

Michael Elter

Dennis Reiman

Chairman, County Board

Mayor

ATTEST:

Sandy Leithner

Mildred J. Propper

Montgomery County Clerk

City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

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

Licensee Generated Data

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

Copyright

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

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

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

Distribution of the Montgomery County Database

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

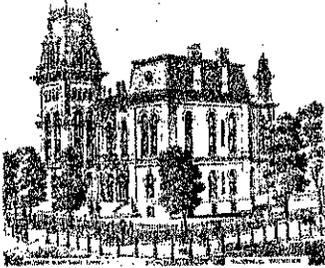
Should the Licensee utilize the services of a consultant, said consultant must execute a separate agreement with the County prior to receiving any copies of the licensed data.

Usage of the Montgomery County Database

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

Term of License Agreement

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



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Farmersville

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 Farmersville, 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 Farmersville, 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.

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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.

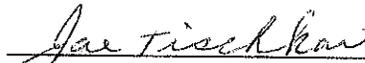
This Agreement is adopted and set in force on 12/12, 2006, by:

MONTGOMERY COUNTY, ILLINOIS

CITY OF Farmersville, ILLINOIS

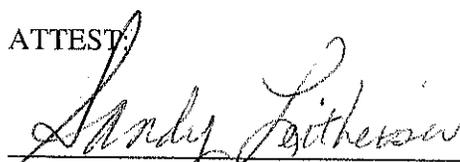


 Chairman, County Board



 Mayor

ATTEST



 Montgomery County Clerk



 City Clerk

Limitation of Liability

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MONTGOMERY COUNTY, ILLINOIS

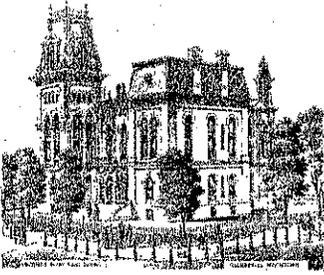
CITY OF Farmersville ILLINOIS

Michael Spill
Chairman, County Board

Jan Tischkav
Mayor

ATTEST:
Sandy Litherised
Montgomery County Clerk

Glorne Kern
City Clerk



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF Farmersville

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 Farmersville a unit of local government in the State of Illinois, acting through its Mayor and City Council, hereinafter referred to as the City.

WITNESSETH

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MONTGOMERY COUNTY, ILLINOIS

CITY OF Farmersville, ILLINOIS

William P. H. H.
Chairman, County Board

Gael Tischerhan
Mayor

ATTEST:

Sandy Lethwiser
Montgomery County Clerk

Yvonne Kerni
City Clerk

MONTGOMERY COUNTY, ILLINOIS
LICENSE AGREEMENT

Ownership

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