

Supporting Operation Green Light for Veterans Resolution 2024- 23

WHEREAS, the residents of Montgomery County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Montgomery County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Montgomery County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Montgomery County hereby declares from November 4th through Veterans Day, November 11th 2024 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Montgomery County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 11th, 2024.

APPROVED:

ATTEST:



Doug Donaldson, Chairman
Montgomery County Board



Sandy Leitheiser, County Clerk
Montgomery County

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF MONTGOMERY, Illinois, a local unit of government, (hereinafter referred to as "MONTGOMERY COUNTY") and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF MONTGOMERY and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF MONTGOMERY and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF MONTGOMERY are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF MONTGOMERY is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as "AUTHORIZED MONTGOMERY COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF MONTGOMERY may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT commences upon date of approval and signature by MONTGOMERY COUNTY and KANE COUNTY and will continue from date of signing to September 1, 2025.

22/003

3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of MONTGOMERY COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures, the Illinois Juvenile Court Act, Administrative Office of Illinois Court (AOIC), Illinois Department of Juvenile Justice (IDJJ) and Prison Rape Elimination Act (PREA) Standards. This includes NOT detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses in accordance with the Juvenile Court Act.

3.2 It is agreed that MONTGOMERY COUNTY shall utilize the current Kane County Juvenile Justice Center Detention Screening Instrument and Authorization form to authorize detainment until a statewide screening instrument is implemented; at which time, the new instrument is utilized. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.3 In the event that an MONTGOMERY County juvenile offender presents with a mental health or medical condition that requires specialized inpatient treatment, in line with AOIC standards, KANE COUNTY shall refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility, as more fully addressed in Section 7.4 in this Agreement.

4. COMMUNICATION BETWEEN KANE AND MONTGOMERY COUNTY

4.1 Prior to admission, an AUTHORIZED MONTGOMERY COUNTY OFFICIAL or sworn peace officer shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information:

- (a) A court order or a warrant authorizing the detention of the minor.
- (b) All health care and mental health information shall be provided to KANE COUNTY medical and mental health personnel in keeping with all applicable regulations and statutes.
- (c) Contact information for the detained minor's parent(s) and/or guardian(s).
- (d) Any information regarding the juvenile in custody, pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).

(e) Information regarding the date, time, and place of the detained minor's next court hearing.

(f) Date and time of detention hearing, and whether the hearing will be in person (including name of transporting agency) or virtual.

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and MONTGOMERY County:

(a) KANE COUNTY shall provide MONTGOMERY COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by MONTGOMERY COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center; assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on individual programming.

(b) In the case of the escape or attempted escape of an MONTGOMERY COUNTY minor confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and MONTGOMERY County promptly by telephone, so they may use all reasonable means to recapture the minor. The escape of an MONTGOMERY COUNTY minor must be reported immediately by telephone to the Sheriff of MONTGOMERY County. The date of such escape and the return to custody must be reported in writing to the Sheriff of MONTGOMERY County within forty-eight (48) hours of said escape.

(c) MONTGOMERY COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by MONTGOMERY COUNTY.

(d) MONTGOMERY COUNTY shall provide KANE COUNTY with any subsequent information regarding the juvenile in custody, including serious mental health concerns or behaviors that could pose a risk to staff or other detained minors.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the IDJJ, AOIC, and PREA Standards. Services offered to minors housed for MONTGOMERY COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

An AUTHORIZED MONTGOMERY COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of MONTGOMERY COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED MONTGOMERY COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. For the expense and staffing of such trip, MONTGOMERY COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$100; if the transport occurs on a holiday, the rate will be \$150 per hour. MONTGOMERY COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED MONTGOMERY COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7. HEALTH CARE SERVICES

7.1 KANE COUNTY shall provide basic health care services as outlined by IDJJ and AOIC standards. In accordance with AOIC standards, all residents will receive a physical examination within seven (7) days if they return from their detention/bond hearing.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center and this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any prescribed medications. With the assistance of MONTGOMERY COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, MONTGOMERY COUNTY shall be responsible and bear any and all expenses arising from any prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. As between KANE COUNTY and MONTGOMERY COUNTY, MONTGOMERY COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.

7.3 In the event a minor detained for MONTGOMERY COUNTY is admitted for hospitalization for emergency health care services, KANE COUNTY will immediately notify MONTGOMERY COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Fifteenth Judicial Circuit). MONTGOMERY COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e.,

tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$100; if the transport occurs on a holiday, the rate will be \$150 per hour as more fully addressed in Section 8 in this Agreement.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention. Should a minor be deemed in need of inpatient mental health care services, specialized medical care or in need of services outside the scope of juvenile detention, as determined by a Licensed Practitioner of the Healing Arts with a valid clinical license in the state of Illinois, Kane County will require that the minor be removed from the facility within 72 hours, with all costs of transportation assumed by MONTGOMERY County. Should the minor not be removed within 72 hours, MONTGOMERY County agrees to pay a per diem rate of \$500/day in consideration for increased level of care required for the subject minor.

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, MONTGOMERY COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:

- (a) Per diem fee: The amount of \$175.00 per day, per minor, for occupied detention beds. KANE COUNTY shall provide an invoice to MONTGOMERY COUNTY by the tenth day of the month reflecting services provided during the previous month. MONTGOMERY COUNTY shall remit payment within 60 days after receipt of such invoice.
- (b) Transport fees: Any out-of-building transport provided by KANE COUNTY for MONTGOMERY COUNTY will be in the amount of \$100 per hour; if the transport occurs on a holiday, the rate will be \$150 per hour. Transport to IDJJ will require a flat rate of \$100.
- (c) Medical fees: MONTGOMERY COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of MONTGOMERY COUNTY's own choosing, and hold harmless MONTGOMERY COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any MONTGOMERY COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any

practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any MONTGOMERY COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

MONTGOMERY COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by MONTGOMERY COUNTY or suits brought by, or on behalf of, any MONTGOMERY COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of MONTGOMERY COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any MONTGOMERY COUNTY minor while in the custody of MONTGOMERY COUNTY, to the fullest extent authorized by law.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of MONTGOMERY COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of MONTGOMERY as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of MONTGOMERY upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 million is acceptable if KANE COUNTY self-insures.

9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

10. **EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL:** This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.

11. **APPLICABLE LAW:** This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.
12. **FINAL AGREEMENT OF PARTIES:** This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.
13. **NOTICES:** Any Notice given pursuant to a preceding Section of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to MONTGOMERY COUNTY, any notice shall also be sent to MONTGOMERY County State's Attorney, 120 N. Main Street, Hillsboro, IL 62049. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
14. **AUTHORIZATION:** MONTGOMERY COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of MONTGOMERY COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. **SEVERABILITY CLAUSE:** If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.
16. **RULES AND REGULATIONS:** It is agreed by and between the parties hereto that MONTGOMERY COUNTY minor confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the MONTGOMERY COUNTY Jail.
17. **NON-DISCRIMINATION:** KANE COUNTY agrees that no MONTGOMERY COUNTY minor confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
18. **PREA Compliance:** As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center is in substantial compliance with the national

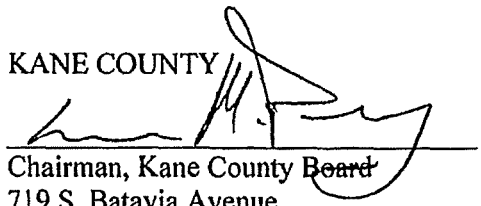
22009

standards to prevent, detect, and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (PREA) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

19. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

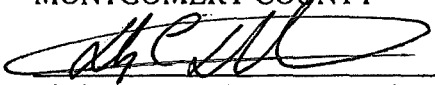
IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of MONTGOMERY COUNTY and the KANE COUNTY.

KANE COUNTY


Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

Date: Sept 4, 2024

MONTGOMERY COUNTY


Chairman, MONTGOMERY County Board
120 N. Main Street
Hillsboro, IL 62049

Date: Oct 8, 2024

**REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$ FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	% FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION		
	COUNTY:							
1	CORPORATE GENERAL	0.2025%	630,273,978	\$904,415	581,814,637	\$1,154,146	(\$249,731)	-21.6377%
2	HEALTH	0.1500%	630,273,978	\$819,356	581,814,637	\$740,941	\$78,415	10.5832%
3	I.M.R.F.	NO LIMIT	630,273,978	\$618,100	581,814,637	\$525,030	\$93,070	17.7267%
4	SOCIAL SECURITY	NO LIMIT	630,273,978	\$625,200	581,814,637	\$575,007	\$50,193	8.7290%
5	LIABILITY INSURANCE	NO LIMIT	630,273,978	\$560,000	581,814,637	\$555,168	\$4,832	0.8705%
6	COUNTY HIGHWAY	0.1000%	630,273,978	\$630,274	581,814,637	\$569,946	\$60,328	10.5849%
7	FEDERAL AID MATCHING	0.0500%	630,273,978	\$315,137	581,814,637	\$285,031	\$30,106	10.5624%
8	AID TO BRIDGES	0.0500%	630,273,978	\$315,137	581,814,637	\$285,031	\$30,106	10.5624%
9	UNEMPLOYMENT INSURANCE	NO LIMIT	630,273,978	\$54,000	581,814,637	\$48,814	\$5,186	10.6234%
10	WORKMENS COMPENSATION	NO LIMIT	630,273,978	\$65,000	581,814,637	\$62,545	\$2,455	3.9251%
11	TOTAL COUNTY		630,273,978	\$4,906,619	581,814,637	\$4,801,658	\$104,961	2.1859%
12	TOTAL COUNTY			\$4,906,619		\$4,801,658	\$104,961	2.1859%
13	MINUS COUNTY ELECTION COST			\$295,779		\$410,377	(\$114,598)	
	TOTAL COUNTY							
14	MINUS ESTIMATED ELECTION COST			\$4,610,840		\$4,391,281	\$219,559	4.9999% ***
15	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY	
FY25 Estimated Request (Column E, Item #10)	\$4,610,840
FY24 Actual Extension (Column G, Item #10)	\$4,391,281
Difference	\$219,559
.05 of FY23 Actual Extension (Column G, Item #10)	\$219,564
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$5)

22010

**HILLSBORO SPECIAL SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
	AMBULANCE SERVICE:							
1	HILLSBORO	0.1500%	214,348,952	\$300,000	172,477,609	\$113,417	\$186,583	164.5104%
2	TOTAL AMBULANCE		214,348,952	\$300,000	172,477,609	\$113,417	\$186,583	164.5104%
3	TOTAL AMBULANCE			\$300,000		\$113,417	\$186,583	164.5104%
4	TOTAL HILLSBORO AMBULANCE			\$300,000		\$113,417	\$ 186,583	164.5104% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY

FY24 Estimated Request (Column E, Item #3)	\$300,000
FY23 Actual Extension (Column G, Item #3)	\$113,417
Difference	\$186,583
.05 of FY23 Actual Extension (Column G, Item #3)	\$5,671
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$180,912

22011

**FARMERSVILLE SPECIAL SERVICE AREA REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%	
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	
	AMBULANCE SERVICE:								
1	FARMERSVILLE/WAGGONER	0.3000%	57,123,015	\$114,200	52,735,427	\$82,605	\$31,595	38.2487%	
2	TOTAL AMBULANCE		57,123,015	\$114,200	52,735,427	\$82,605	\$31,595	38.2487%	31,595
3	TOTAL AMBULANCE			\$114,200		\$82,605	\$31,595	38.2487%	31,595
4	TOTAL FARMERSVILLE AMBULANCE			\$114,200		\$82,605	\$31,595	38.2487% ***	31,595
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
171,369	114,200	57,169
171,369	114,200	-57,169

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$114,200
FY23 Actual Extension (Column G, Item #3)	\$82,605
Difference	\$31,595
.05 of FY23 Actual Extension (Column G, Item #3)	\$4,130
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$27,465

22012

**NOKOMIS/WITT SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$ FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	% FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION			
	AMBULANCE SERVICE:								
1	NOKOMIS/WITT	0.4500%	93,881,772	\$500,000	86,090,575	\$319,172	\$180,828	56.6552%	
2	TOTAL AMBULANCE		93,881,772	\$500,000	86,090,575	\$319,172	\$180,828	56.6552%	180,828
3	TOTAL AMBULANCE			\$500,000		\$319,172	\$180,828	56.6552%	180,828
4	TOTAL NOKOMIS/WITT AMBULANCE			\$500,000		\$319,172	\$180,828	56.6552% ***	180,828
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
422,468	500,000	(77,532)
422,468	500,000	(77,532)

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$500,000
FY23 Actual Extension (Column G, Item #3)	\$319,172
Difference	\$180,828
.05 of FY23 Actual Extension (Column G, Item #3)	\$15,959
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$164,869

22013

**RAYMOND SPECIAL SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	% FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION			
	AMBULANCE SERVICE:								
1	RAYMOND/HARVEL	0.3000%	67,998,396	\$88,738	63,514,287	\$84,512	\$4,225	4.9997%	
2	TOTAL AMBULANCE		67,998,396	\$88,738	63,514,287	\$84,512	\$4,225	4.9997%	4,225
3	TOTAL AMBULANCE			\$88,738		\$84,512	\$4,225	4.9997%	4,225
4	TOTAL RAYMOND AMBULANCE			\$88,738		\$84,512	\$4,225	4.9997% ***	4,225
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
203,995	88,738	115,258
203,995	88,738	115,258

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$88,738
FY23 Actual Extension (Column G, Item #3)	\$84,512
Difference	\$4,225
.05 of FY23 Actual Extension (Column G, Item #3)	\$4,226
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	(\$0)

2/20/24

**VETERANS ASSISTANCE COMMISSION REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
	COUNTY:							
1	VETERANS ASSISTANCE COMMISSION	0.0200%	630,273,978	\$113,086	581,814,637	\$55,040	\$58,046	105.4628%
2	TOTAL		630,273,978	\$113,086	581,814,637	\$55,040	\$58,046	105.4628%
3	TOTAL			\$113,086		\$55,040	\$58,046	105.4628%
4	TOTAL VAC			\$113,086		\$55,040	\$58,046	105.4628% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

VAC Comparable		
VAC Max.	Est. Ext.	Diff.
126,055	113,086	12,969
126,055	113,086	12,969

SUMMARY

FY24 Estimated Request (Column E, Item #4)	\$113,086
FY23 Actual Extension (Column G, Item #4)	\$55,040
Difference	\$58,046
.05 of FY23 Actual Extension (Column G, Item #4)	\$2,752
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$55,294

22/015

COMMUNITY MENTAL HEALTH REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%	
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	
1	COUNTY: COMMUNITY MENTAL HEALTH FUND	0.1500%	630,273,978	\$945,411	581,814,637	\$675,217	\$270,194	40.0158%	
2	TOTAL		630,273,978	\$945,411	581,814,637	\$675,217	\$270,194	40.0158%	270,194
3	TOTAL			\$945,411		\$675,217	\$270,194	40.0158%	270,194
4	TOTAL COMMUNITY MENTAL HEALTH			\$945,411		\$675,217	\$270,194	40.0158% ***	
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

708 Comparable		
708 Max.	Est. Ext.	Diff.
945,411	945,411	-0.033
945,411	945,411	-0.033

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$945,411
FY23 Actual Extension (Column G, Item #3)	\$675,217
Difference	\$270,194
.05 of FY23 Actual Extension (Column G, Item #3)	\$33,761
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$236,433

22/016

**SENIOR SOCIAL SERVICES REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
1	COUNTY SENIOR SOCIAL SERVICES	0.0250%	630,273,978	\$119,762	581,814,637	\$114,501	\$5,260	4.5942%
2	TOTAL		630,273,978	\$119,762	581,814,637	\$114,501	\$5,260	4.5942%
3	TOTAL			\$119,762		\$114,501	\$5,260	4.5942%
4	TOTAL SENIOR CITIZENS			\$119,762		\$114,501	\$5,260	4.5942% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

Senior Citizen Comparable		
Senior Max.	Est. Ext.	Diff.
157,568	119,762	37,807
157,568	119,762	37,807

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$119,762
FY24 Actual Extension (Column G, Item #3)	\$114,501
Difference	\$5,260
.05 of FY24 Actual Extension (Column G, Item #3)	\$5,725
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$465)

22017

**EXTENSION REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
1	EXTENSION SERVICE	0.0500%	630,273,978	\$157,000	581,814,637	\$157,032	(\$32)	-0.0202%
2	TOTAL EXTENSION SERVICES			<u>\$157,000</u>		<u>\$157,032</u>	<u>(\$32)</u>	<u>-0.0202% ***</u>
3	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY	
FY24 Estimated Request (Column E, Item #2)	\$157,000
FY23 Actual Extension (Column G, Item #2)	\$157,032
Difference	(\$32)
.05 of FY23 Actual Extension (Column G, Item #2)	\$7,852
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	<u>(\$7,883)</u>

22/018

22019

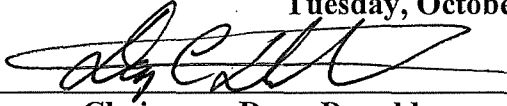
Montgomery County Board

Holiday Schedule for Year 2025


January 1, 2025	Observe New Year's Day	Wednesday
January 20, 2025	Martin Luther King Day	Monday
February 17, 2025	President's Day	Monday
April 18, 2025	Good Friday	Friday
May 26, 2025	Memorial Day	Monday
June 19, 2025	Juneteenth	Thursday
July 4, 2025	Independence Day	Friday
September 1, 2025	Labor Day	Monday
October 13, 2025	Columbus Day	Monday
November 11, 2025	Veteran's Day	Tuesday
November 27, 2025	Thanksgiving Day	Thursday
November 28, 2025	Day after Thanksgiving	Friday
December 24, 2025	Christmas Eve	Wednesday
December 25, 2025	Christmas Day	Thursday

As approved by the MONTGOMERY COUNTY BOARD

Tuesday, October 8th, 2024


Chairman, Doug Donaldson

10/8/24
Date


County Clerk, Sandy Leitheiser

10/8/24
Date

22020

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-12

**RESOLUTION TO APPROPRIATE FUNDS FROM THE
FEDERAL AID MATCHING FUND 245**

WHEREAS, 605 ILCS 5/5-603 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of providing funds to pay the expenses for engineering and right-of-way costs, utility relocations and its proportionate share of construction or maintenance of highways in the federal aid network or county highway network and costs incurred incident to transportation planning studies conducted in cooperation, and by formal agreement, with the Department of Transportation or its predecessor; and

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

WHEREAS, Montgomery County acting through its Highway Department, hereinafter called the County, proposes to improve the intersection of Coffeen Rd. (F.A.S. 2723), County Highway #5, and Seven Sisters Ave. (TR 257), a distance of approximately 0.28 miles in length and known to the Illinois Department of Transportation as MFT Section Number 20-00145-00-PV and State Job Number C-96-006-23.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

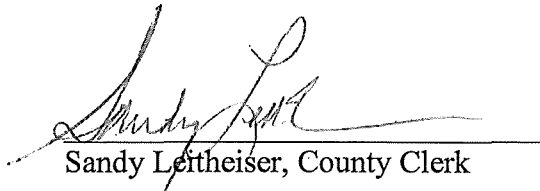
WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the County of Montgomery authorizes One Hundred Thousand dollars, (\$100,000) or as much of such sum as may be needed to match federal funds and pay for engineering fees in the completion of the aforementioned project known as MFT Section Number 20-00145-00-PV.

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

I, Sandy Leitheiser, County Clerk in and for said County of Montgomery in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Montgomery County at its meeting held on November 12, 2024.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in said County, this 12th day of November, 2024.


Sandy Leitheiser, County Clerk

(SEAL)



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Montgomery Co. Hwy. Dept.	Montgomery	20-00145-00-PV	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP / SMA	HSIP #202012010	N/A	

Construction

State Job Number	Project Number
C-96-006-23	V2L4(333)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Coffeen Road (CH 5)	FAS 2723A	0.01 mile	02.28	02.29

Location Termini

At Seven Sister Avenue

Current Jurisdiction	Existing Structure Number(s)	
Montgomery County		Remove

PROJECT DESCRIPTION

The project consists of pavement removal, earthwork, aggregate base course, and HMA pavement for the realignment of Coffeen Road and widening of the Coffeen Road/Seven Sisters Avenue intersection.

22022

Local Public Agency	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. 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 within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that 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 anti-trust statutes or

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Local Public Agency	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated 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.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 1/1-10.1 Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention: The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records: The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records: Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement: By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 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 **LPA** 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 **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 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 Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** 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 **LPA** 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 **LPA'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 **STATE** 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 **LPA** 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.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for 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.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

22/26

Local Public Agency	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

22/027

Local Public Agency	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

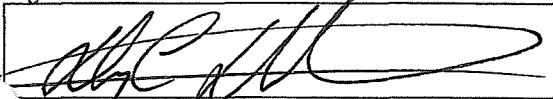
Name of Official (Print or Type Name)

Doug Donaldson

Title of Official

Montgomery County Board Chairman

Signature & Date

 11/12/24

The above signature certifies the agency's TIN number is

376001661 conducting business as a Governmental Entity.

DUNS Number 832317940

UEI W23QMVLLJPY5

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Michael Prater, Acting Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

--	--

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	Montgomery	20-00145-00-PV	C-96-006-23	V2L4(333)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	HSIP	\$173,700.00	*	SMA	\$326,300.00	**	Local	\$0.00	BAL	\$500,000.00
Construction Engineering				SMA	\$50,000.00	**	Local	\$0.00	BAL	\$50,000.00
Total		\$173,700.00		Total	\$376,300.00		Total	\$0.00		\$550,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* Maximum FHWA (HSIP) Participation 90% NTE \$173,700

** Lump Sum SMA Funds NTE \$376,300 (Construction Engineering portion LS NTE \$50,000)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

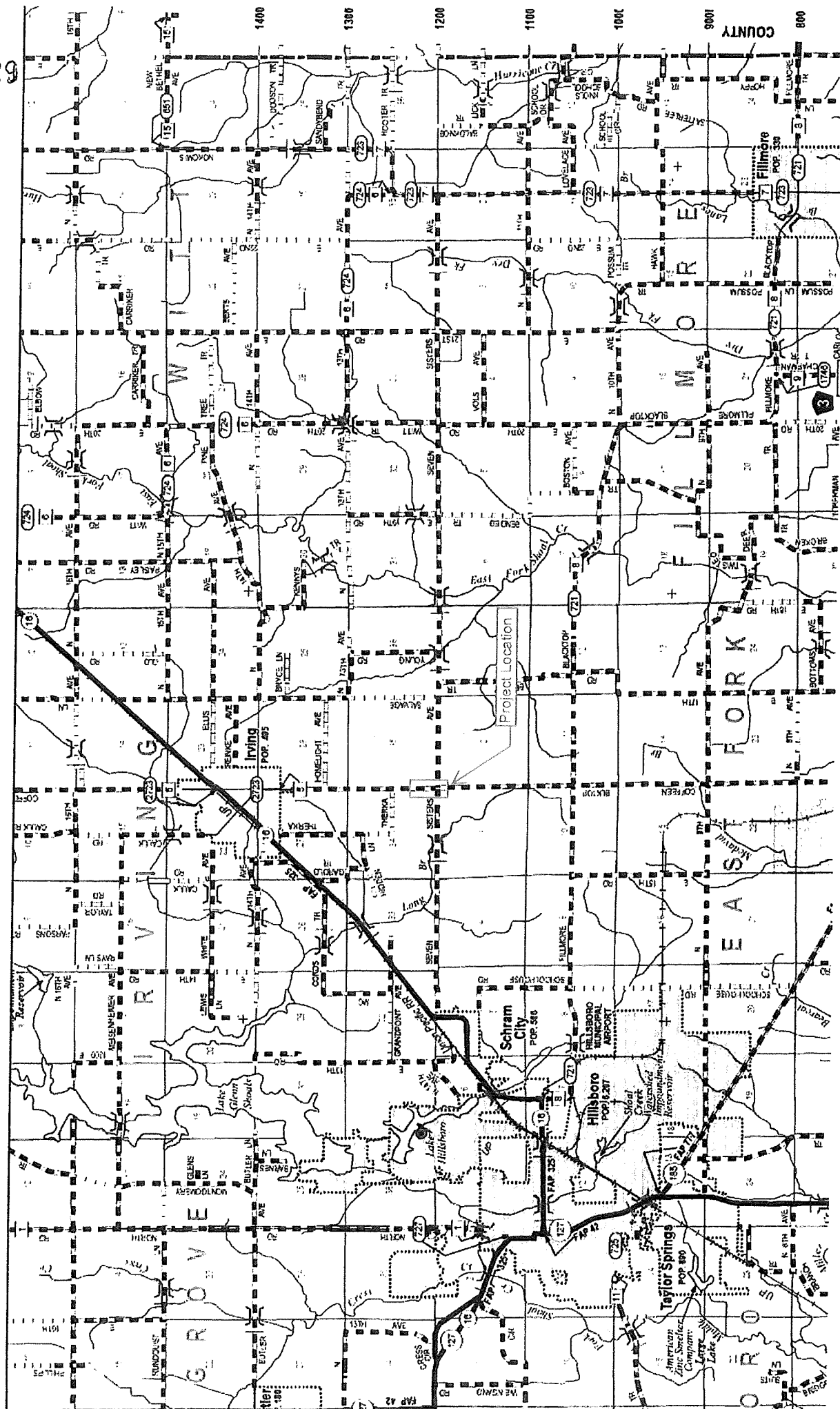
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

2/20/28

SCHEDULE NUMBER 2

LOCATION MAP

2029



SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	Montgomery		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points - Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date

Brian L Wright
 Digitally signed by Brian L Wright
 Date: 2024.10.01 14:39:29 -05'00'

Central Office Review Signature & Date

Teresa Cline
 Digitally signed by Teresa Cline
 Date: 2024.10.09 08:33:19 -05'00'

Additional Requirements? ☐ Yes ☒ No

22030

22|031

Local Public Agency	Section Number	State Job Number	Project Number
Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Montgomery Co. Hwy. Dept. LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☒ No

2. Does the Montgomery Co. Hwy. Dept. LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Montgomery Co. Hwy. Dept. LPA fiscal year?

☐ Yes ☒ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Montgomery Co. Hwy. Dept. LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☐ Yes ☐ No


b. For the current fiscal year, does the Montgomery Co. Hwy. Dept. LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Cody A. Greenwood	County Engineer	Montgomery Co. Hwy. Dept.

Signature & Date

	Digitally signed by Cody A. Greenwood Date: 2024.09.05 14:15:00 -05'00'
---	--



Illinois Department of Revenue

PTAX-451

22032

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- County MONTGOMERY
- Date of county board action 11 / 12 / 2024
Month Day Year
- Annual salary \$ 128,079.79
- Effective date of salary increase or decrease 11 / 01 / 2024
Month Day Year
- Check which certified copy you are attaching
 - ☐ the resolution
 - ☒ minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
 - ☐ a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- Check who is receiving the change
 - ☐ supervisor of assessments
 - ☐ public defender (select full-time or part-time below)
 - ☐ full-time ☐ part-time
 - ☒ sheriff
- Social Security number of the individual seeking salary reimbursement or with a change in salary
_____ - _____ - _____
- Name and address of the individual seeking salary reimbursement or with a change in salary
TYSON HOLSHOUSER
 Name
79 BERRY HILL ROAD
 Address
HILLSBORO IL 62049
 City State ZIP

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature

[Signature]
Signature of the county board chair

Doug Donaldson
Printed name of the county board chair

11 / 12 / 2024
Month Day Year

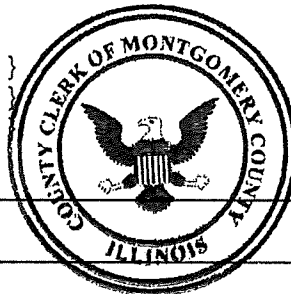
10 County Clerk statement and signature

State of Illinois

MONTGOMERY County

I, SANDRA LEITHEISER

MONTGOMERY



County Clerk in and for the county of

and keeper of the records and seal, do hereby

certify that the above is true and correct.

[Signature]
Signature of the county clerk

11 / 12 / 2024
Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- ☐ change in personnel
- ☐ salary adjustment

Documentation received

- ☐ resolution
- ☐ minutes
- ☐ signed statement

Received by

Initials: _____

_____/_____/_____
Month Day Year

22033

ORDINANCE 2024-24

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$45,000.00 shall be made available for the purchase of Motorola Flex Server for the ETSB.

This Ordinance shall be in effect upon passage.

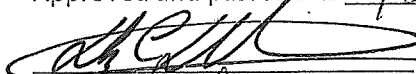
YES: 13


NO: 0

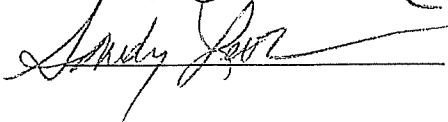
ABSTAIN: 0

ABSENT: 1

Approved and passed this 12th day of November, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

22034

ORDINANCE 2024-25

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$30,000.00 shall be made available for the purchase of AED's and CPR training for the EMA.

This Ordinance shall be in effect upon passage.

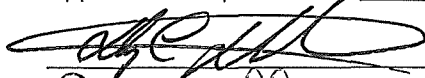
YES: 13

NO: 0

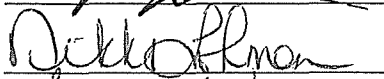
ABSTAIN: 0

ABSENT: 1

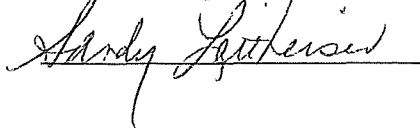
Approved and passed this 12th day of November, 2024.



Doug Donaldson, Chairman, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County

22035

ORDINANCE 2024-26

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$12,000.00 shall be made available for the purchase of Meals on Wheels for the CEFS.

This Ordinance shall be in effect upon passage.


YES: 13


NO: 0

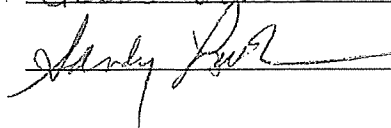
ABSTAIN: 0

ABSENT: 1

Approved and passed this 12th day of November, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

22036

ORDINANCE 2024- 27

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$216,500.00 shall be made available for the purchase of Infrastructure Improvements for Buildings and Grounds.

This Ordinance shall be in effect upon passage.

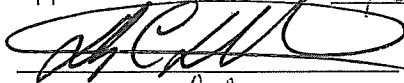
YES: 13

NO: 0

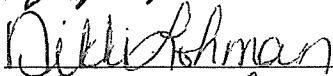
ABSTAIN: 0

ABSENT: 1

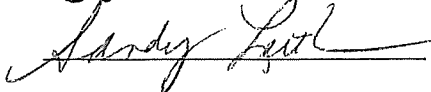
Approved and passed this 12th day of November, 2024.



Doug Donaldson, Chairman, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County

22037

Ordinance of the County Board Of Montgomery County, Illinois

Payroll Budget Amendments

WHEREAS, the Finance Committee of the Montgomery County Board determined the amount of money estimated and deemed necessary to meet and defray the legal liabilities and necessary expenses that were anticipated to be incurred from December 1, 2023 through November 30, 2024, and listed their specific detailed general fund budget and special fund budgets by itemizing county expenditures for the fiscal year ending November 30, 2043; and

WHEREAS, the Montgomery County Board concurred with the Finance Committee findings and adopted the Montgomery County, Illinois Budget Appropriations and Tax Levy Ordinance for the fiscal year ending November 30, 2024, and

WHEREAS, since the adoption of the Budget Appropriation and Tax Levy Ordinance for the fiscal year ending November 30, 2024 the county in normal course of business has identified required clerical edits and necessary realignments; and

WHEREAS, the County Board sees fit to amend the previously approved Budget Appropriation parts of the Budget Appropriation and Tax Levy Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Montgomery County Board that the following recommended budget amendments to the General fund, Public Health fund, County Highway fund, Senior Citizen Social Services fund, Veterans Assistance Commission fund, County Court, Document Storage Circuit Clerk fund, Record Keep Improve County Clerk fund, Automation County Clerk fund, Separate Maintenance and child support fund and the Animal Control fund are hereby adopted for the fiscal year ending November 30th, 2024.

General Fund Payroll Line

Code	Account Name	2024 Budget	Amended
100-005-510.001	Salary-Superintendent of Buildings	\$ 60,978.40	\$ 63,323.60
100-005-510.002	Salary-Custodial-Full Time	\$ 38,930.40	\$ 40,428.00
100-010-510.001	Salary-County Clerk	\$ 72,777.00	\$ 75,576.12
100-010-510.002	Salary-Employees-Full Time	\$ 86,349.00	\$ 89,670.12
100-015-510.001	Salary-County Treasurer	\$ 72,777.00	\$ 75,576.12
100-015-510.002	Salary-Employees-Full Time	\$ 110,681.00	\$ 114,937.97
100-020-510.001	Salary-Coroner	\$ 31,147.00	\$ 32,424.98
100-030-510.001	Salary-Supervisor of Assessments	\$ 60,950.00	\$ 63,294.00
100-030-510.002	Salary-Employees-Full Time	\$ 140,467.00	\$ 145,857.00
100-035-510.018	Salary-Board of Review Secretary	\$ 6,500.00	\$ 6,730.00
100-043-510.001	Salary-Information System Manager	\$ 76,338.00	\$ 76,604.08
100-043-510.002	Salary-Employees-Full Time	\$ 87,681.00	\$ 90,961.02
100-273-510.001	Salary - GIS Coordinator	\$ 45,280.00	\$ 47,021.53
100-300-510.001	Salary-County Coordinator	\$ 36,239.00	\$ 37,632.82
100-300-510.003	Salary-Part Time	\$ 19,953.00	\$ 20,720.42
100-300-510.074	County Board Admin Severance (ad line)	\$ -	\$ 6,969.10
100-301-510.003	EPA Assistant	\$ 19,953.00	\$ 20,720.42
100-301-510.014	Salary-Solid Waste Inspector	\$ 36,239.00	\$ 37,632.82
100-301-510.074	EPA Solid Waste Severance (ad line)	\$ -	\$ 6,969.10
100-055-510.001	Salary-State's Attorney	\$ 152,912.83	\$ 159,070.52
100-055-510.002	Salary-Employees-Full Time	\$ 69,500.00	\$ 72,746.15
100-055-510.903	Salary of Assistant State's Attorney	\$ 200,000.00	\$ 203,846.00
100-060-510.001	Salary-Circuit Clerk	\$ 72,777.00	\$ 75,576.12
100-060-510.002	Salary-Employees-Full Time	\$ 136,142.65	\$ 145,825.75
100-065-510.001	Salary-Probation Officer	\$ 108,619.00	\$ 112,796.65
100-065-510.002	Salary-Employees-Full Time	\$ 37,992.00	\$ 39,166.60
100-065-510.903	Salary of Assistant Probation Officers	\$ 269,981.00	\$ 280,389.00
100-070-510.001	Salary-Public Defender	\$ 137,621.55	\$ 143,162.84
100-070-510.002	Salary-Employees-Full Time	\$ 30,384.90	\$ 32,973.36
100-070-510.004	Salary-Associate Public Defender	\$ 90,100.00	\$ 93,946.15
100-080-510.001	Salary-Sheriff	\$ 124,777.00	\$ 129,703.15
100-080-510.004	Salary-Deputies-Full Time	\$ 892,104.00	\$ 922,488.60
100-080-510.007	Salary-Dispatcher-Full Time	\$ 659,001.00	\$ 682,257.58
100-080-510.008	Salary-Jailers-Full Time	\$ 328,121.00	\$ 340,778.85
100-080-510.010	Salary-Custodian-Full Time	\$ 38,452.00	\$ 39,888.88
100-080-510.021	Salary-Secretary-Full Time	\$ 53,061.00	\$ 55,126.80
100-080-510.024	Salary-Cook-Full Time	\$ 47,076.00	\$ 48,548.80
100-080-510.041	Salary-Jail Administrator	\$ 66,727.00	\$ 69,288.60
100-080-510.044	Salary-Chief Deputy	\$ 77,813.00	\$ 80,810.60
100-080-510.045	Salary-Court Security Officer-Full Time	\$ 46,239.00	\$ 47,957.40
100-080-510.046	Salary-Court Security Officer-Part Time	\$ 45,032.00	\$ 47,376.16
100-080-510.073	Overtime	\$ 90,000.00	\$ 96,230.73
100-080-510.077	Salary-Holiday	\$ 125,000.00	\$ 133,542.89
100-085-510.001	EMA Salary-Full Time	\$ 25,440.00	\$ 26,500.00
100-085-510.003	Salary-Assistant	\$ 29,298.40	\$ 29,873.40

PUBLIC HEALTH Payroll Line

Code	Account Name	2024 Budget	Amended
200-200-510.001	Salaries-Administrator	\$ 103,222.00	\$ 106,965.00
200-200-510.002	Salaries-Full Time	\$ 2,509,976.00	\$ 2,594,976.00
200-200-510.003	Salaries-Part Time	\$ 58,019.00	\$ 60,819.00
200--200-520.202	Helpline	\$ 152,638.00	\$ 158,638.00

COUNTY HIGHWAY Payroll Line

Code	Account Name	2024 Budget	Amended
225-225-510.001	Salary-County Engineer	\$ 124,338.00	\$ 128,962.33
225-225-510.002	Salary-Employees-Full Time	\$ 303,160.00	\$ 313,887.20
225-225-510.003	Salary-Employees-Part Time	\$ 20,000.00	\$ 21,982.40
225-225-510.020	Salary-Secretary2	\$ 43,368.00	\$ 45,036.00
225-225-510.021	Salary-Secretary1	\$ 46,988.00	\$ 48,795.20
225-225-510.026	Salary-Shop Foreman	\$ 56,859.00	\$ 59,045.86
225-225-510.027	Salary-Assistant County Engineer	\$ 75,330.00	\$ 78,236.44

SENIOR CITIZEN SOCIAL SERVICES Payroll Line

Code	Account Name	2024 Budget	Amended
283-283-510.003	Salary-Senior Citizens Coordinator	\$ 26,534.80	\$ 27,555.05

VETERANS ASSISTANCE COMMISSION Payroll Line

Code	Account Name	2024 Budget	Amended
284-284-510.001	Salary-VAC Superintendent	\$ 50,741.00	\$ 52,692.57
284-284-510.003	Wage-VAC Clerk	\$ 17,809.00	\$ 18,494.14

COUNTY COURT Payroll Line

Code	Account Name	2024 Budget	Amended
305-305-510.072	Salary-Bailiff	\$ 9,000.00	\$ 9,651.49

DOCUMENT STORAGE-CIRCUIT CLERK Payroll Line

Code	Account Name	2024 Budget	Amended
308-308-510.002	Salary contribution	\$ 136,000.00	\$ 145,683.10

2040

RECORD KEEP IMPROVE-COUNTY CLERK Payroll Line

Code	Account Name	2024 Budget	Amended
325-325-510.002	Employee Salary- Full Time	\$ 159,467.00	\$ 164,925.31

AUTOMATION FUND-COUNTY CLERK Payroll Line

Code	Account Name	2024 Budget	Amended
327-327-510.002	Employee Salary- Full Time	\$ 29,495.00	\$ 30,629.42

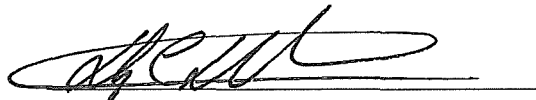
SEPARATE MAINTENANCE & CHILD SUPPORT Payroll Line

Code	Account Name	2024 Budget	Amended
360-360-510.002	Salary	\$ 31,987.00	\$ 33,299.50
360-360-540.031	Salary Contribution	\$ 3,048.00	\$ 4,360.00

ANIMAL CONTROL Payroll Line

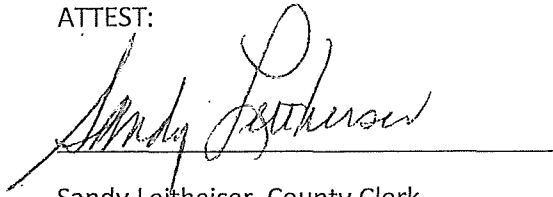
Code	Account Name	2024 Budget	Amended
365-365-510.001	Salary-Employees-AC Officer	\$ 41,820.06	\$ 43,630.06

PRESENTED, APPROVED and ORDAINED by the Montgomery County Board in regular session on the
12th of November, 2024.



Doug Donaldson, Chairperson

ATTEST:



Sandy Leitheiser, County Clerk

22041

RESOLUTION 24 - 28

TO ADOPT FISCAL YEAR 2025 FINANCIAL APPROPRIATION ORDINANCE

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

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

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

BE IT THEREFORE ADOPTED AND HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, that the attached Financial Appropriation Ordinance for Fiscal Year 2025 which commences December 1, 2024, and ends November 30, 2025, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Thirty-Eight Million, Four Hundred Thirty-Two Thousand, Nine Hundred Eighty-One Dollars and No Cents (\$38,432,981.00).

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

AYES: 13

NAYES: 0

PRESENT: 13

ABSENT: 1

22042


RESOLUTION 24-29

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2024, after having ascertained the sum of *Nine Hundred Four Thousand Four Hundred Fifteen Dollars and No Cents* (\$904,415.00) as being necessary to be raised for General County purposes for the current taxable year.

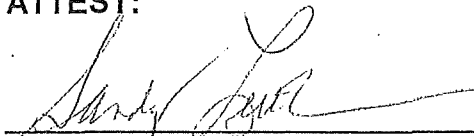
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of *Nine Hundred Four Thousand Four Hundred Fifteen Dollars and No Cents* (\$904,415.00) and the County Clerk is hereby authorized to extend 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 *Nine Hundred Four Thousand Four Hundred Fifteen Dollars and No Cents* (\$904,415.00) provided that the percent of levy shall not exceed .2025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22043

RESOLUTION 24- 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 October meeting of the year 2024, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of *Eight Hundred Nineteen Thousand Three Hundred Fifty-Six Dollars and No Cents* (\$819,356.00) 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 *Eight Hundred Nineteen Thousand Three Hundred Fifty-Six Dollars and No Cents* (\$819,356.00) 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 *Eight Hundred Nineteen Thousand Three Hundred Fifty-Six Dollars and No Cents* (\$819,356.00) provided that the percent of levy shall not exceed .1500 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 24- 31

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of *Six Hundred Eighteen Thousand One Hundred Dollars and No Cents* (\$618,100.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of *Six Hundred Eighteen Thousand One Hundred Dollars and No Cents* (\$618,100.00) 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 *Six Hundred Eighteen Thousand One Hundred Dollars and No Cents* (\$618,100.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY SANDY LEITHEISER

22045

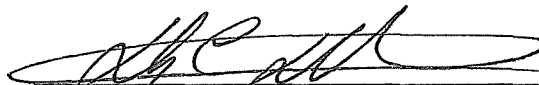
RESOLUTION 24-32

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 October meeting of the year 2024, 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 *Six Hundred Twenty-Five Thousand Two Hundred Dollars and No Cents* (\$625,200.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extends 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 *Six Hundred Twenty-Five Thousand Two Hundred Dollars and No Cents* (\$625,200.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

22046
RESOLUTION 24-33

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 2025 for the specific uses and purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, 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 *Six Hundred Seventy-Nine Thousand Dollars and No Cents* (\$679,000.00) for the payment of insurance premiums for the protection of said County against liability which may be imposed upon it under the provisions of:

The Workmen's Compensation Act of the State of Illinois, (\$54,000.00)

The Unemployment Insurance Act of the State of Illinois, (\$65,000.00) and

Property and Liability Insurance (\$560,000.00)

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

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 24-34

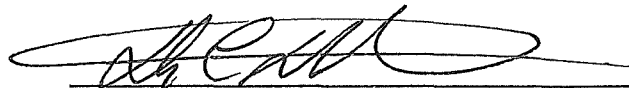
A TAX LEVY FOR THE COUNTY HIGHWAY FUND

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 *Six Hundred Thirty Thousand Two Hundred Seventy-Four Dollars and No Cents* (\$630,274.00) 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.....\$630,274.00

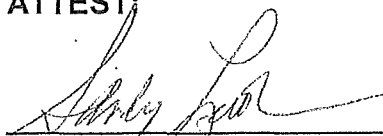
BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2024 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of *Six Hundred Thirty Thousand Two Hundred Seventy-Four Dollars and No Cents* (\$630,274.00), 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 *Six Hundred Thirty Thousand Two Hundred Seventy-Four Dollars and No Cents* (\$630,274.00), provided that the percent of levy shall not exceed .1000 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22048

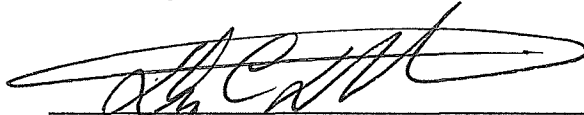
RESOLUTION 24-35

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024 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 *Three Hundred Fifteen Thousand One Hundred Thirty-Seven Dollars and No Cents* (\$315,137.00) 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.

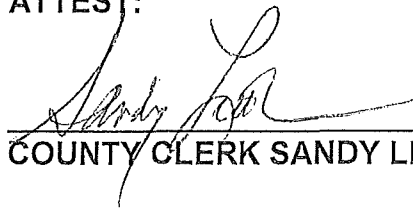
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of *Three Hundred Fifteen Thousand One Hundred Thirty-Seven Dollars and No Cents* (\$315,137.00). 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 .0500 percent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate percent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22049

RESOLUTION 24-36

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

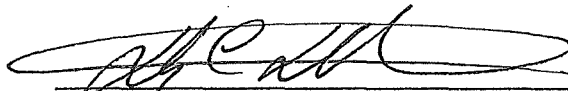
WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of *Three Hundred Fifteen Thousand One Hundred Thirty-Seven Dollars and No Cents* (\$315,137.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024 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.....\$315,137.00

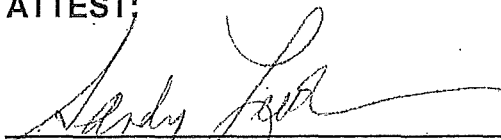
That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of *Three Hundred Fifteen Thousand One Hundred Thirty-Seven Dollars and No Cents* (\$315,137.00) provided that the percent of levy shall not exceed .0500 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22050
RESOLUTION 24-37

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 2025 is the sum of \$300,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2023, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of *Three Hundred Thousand Dollars and No Cents* (\$300,000.00) for the following purposes:

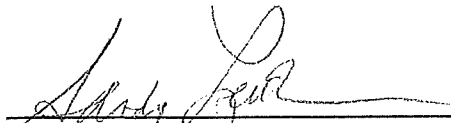
Equipment, Materials, and Services.

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 \$300,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

22051

RESOLUTION 24-38

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

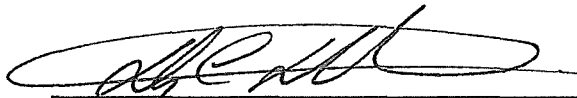
WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2025 is the sum of \$114,200.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of *One Hundred Fourteen Thousand Two Hundred Dollars and No Cents* (\$114,200.00) for the following purposes:

Equipment, Materials, and Services.

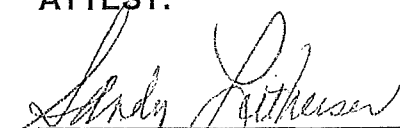
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$114,200.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22/052

RESOLUTION 24- 39

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

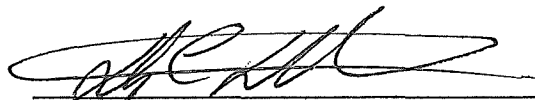
WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2025 is the sum of \$500,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of *Five Hundred Thousand Dollars and No Cents* (\$500,000.00) for the following purposes:

Equipment, Materials, and Services.

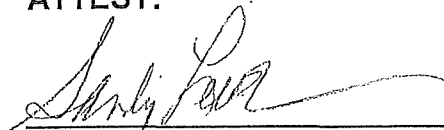
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$500,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22053

RESOLUTION 24-40

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

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

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

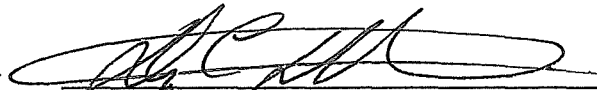
WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2025 is the sum of \$88,738.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of *Eighty-Eight Thousand Seven Hundred Thirty-Seven Dollars and No Cents* (\$88,738.00) 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 \$88,738.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22054

RESOLUTION 24- 41

A TAX LEVY FOR VETERANS ASSISTANCE


BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2024, after having ascertained the sum of *One Hundred Thirteen Thousand Eighty-Six Dollars and No Cents* (\$113,086.00) 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 *One Hundred Thirteen Thousand Eighty-Six Dollars and No Cents* (\$113,086.00) 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 Thirteen Thousand Eighty-Six Dollars and No Cents* (\$113,086.00) provided that the percent of levy shall not exceed .0200 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

22/055

RESOLUTION 24-42

**A TAX LEVY FOR THE MONTGOMERY COUNTY
COMMUNITY MENTAL HEALTH BOARD**

WHEREAS, the Montgomery County Community Mental Health Board (708 Board) has submitted its budget request to the Montgomery County Board for Fiscal Year 2025; and

WHEREAS, a majority of the electors of Montgomery County, Illinois have voted to approve the levy of an annual tax of not to exceed .1500 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue for the purpose of providing community mental health facilities and services throughout Montgomery County; and

WHEREAS, the Montgomery County Board has considered the budget certified by the Montgomery County Community Mental Health Board (708 Board), and has determined the following amount must be funded by special levy for the purpose of providing community mental health facilities and services in Montgomery County, Illinois: \$945,411.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2024, after having ascertained the sum of *Nine Hundred Forty-Five Thousand Four Hundred Eleven Dollars and No Cents* (\$945,411.00) as being necessary to be raised for the Montgomery County Community Mental Health Board 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 *Nine Hundred Forty-Five Thousand Four Hundred Eleven Dollars and No Cents* (\$945,411.00) and the County Clerk is hereby authorized to extend such tax 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 *Nine Hundred Forty-Five Thousand Four Hundred Eleven Dollars and No Cents* (\$945,411.00) provided that the percent of levy shall not exceed .1500 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

22/056

RESOLUTION 24-43

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

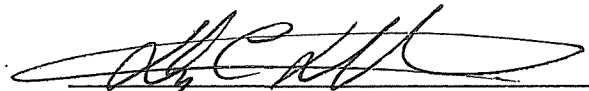
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

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: \$119,762.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois meeting in recessed session of its annual October meeting of the year 2024, after having ascertained the sum of *One Hundred Nineteen Thousand Seven Hundred Sixty-Two Dollars and No Cents* (\$119,762.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

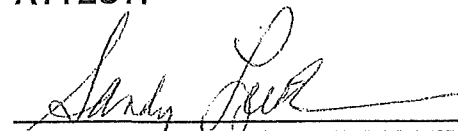
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of *One Hundred Nineteen Thousand Seven Hundred Sixty-Two Dollars and No Cents* (\$119,762.00) and the County Clerk is hereby authorized 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 Nineteen Thousand Seven Hundred Sixty-Two Dollars and No Cents* (\$119,762.00) provided that the percent of levy shall not exceed .0250 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22057

RESOLUTION 24-44

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 2025; and

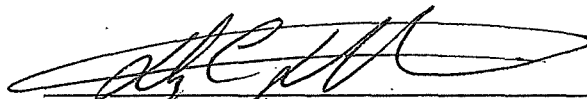
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

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: \$157,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2024, after having ascertained the sum of One Hundred Fifty-Seven Thousand Dollars and No Cents (\$157,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

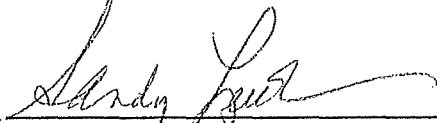
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Fifty-Seven Thousand Dollars and No Cents (\$157,000.00) and the County Clerk is hereby authorized to extend such percent 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 Fifty-Seven Thousand Dollars and No Cents (\$157,000.00) 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 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in counties 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 counties 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 2025, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in recessed session of its annual October meeting of the year 2024, this 12th day of November 2024, 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 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 Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

22059

RESOLUTION 23-

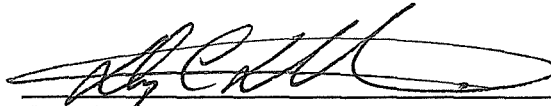
45

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

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 act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

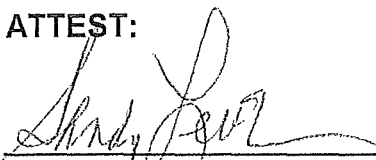
BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2025, commencing December 1, 2024, and ending November 30, 2025, by hereby appropriating the sum of \$12,000.00 as consideration 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 2025.

APPROVED and ADOPTED this 12th day of November, 2024.



CHAIRMAN DOUG DONALDSON

ATTEST:



COUNTY CLERK SANDY LEITHEISER

22/060

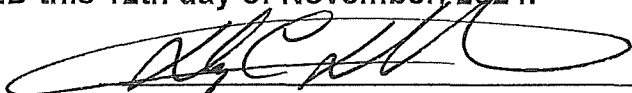
RESOLUTION 24- 46

TO SET CERTAIN SALARIES

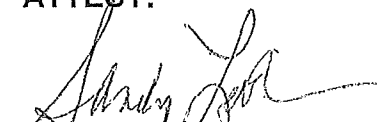
BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2024, that the following salaries for the Fiscal Year 2025 beginning December 1, 2024, and ending November 30, 2025, may go up to but not exceed the amounts for the following:

SUPERVISOR OF ASSESSMENTS	\$ 63,070.00
PROBATION OFFICER	\$ 113,924.00
ASSISTANT PROBATION OFFICERS	\$ 285,371.00

APPROVED and ADOPTED this 12th day of November, 2024.


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

HILLSBORO TOWNSHIP

PERMANENT PARCEL NUMBER: 16-13-305-023

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

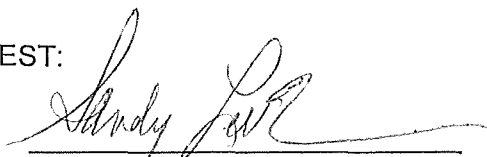
WHEREAS, KAULUNAHENAHE SAMSON, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 12th day of November, 2024

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

1/1/24



22/062

SERVICE AGREEMENT

Central Roofing LLC

317 Dewitt Avenue
Mattoon, IL 61938
1-217-728-ROOF (7663)

This "Agreement", is made effective as of the **10th** day of **December, 2024** by and between **Montgomery County Board** the "Owner", and **Central Roofing, LLC**, the "Contractor" to perform work at **Montgomery County Courthouse**, the "Project", located at 105 Courthouse Square, Hillsboro, IL 62049

Description of Services. Contractor will provide labor, equipment, and materials to remove old and install new approximately 5,000 square feet of architectural shingles and its corresponding components. As well as install new approximately 6,500 square feet of TPO roofing materials with its necessary components.

Total Base Bid..... \$116,931.00

Description of Services. Contractor will provide labor, equipment, and materials to remove and replace any deteriorated decking discovered during the removal of the old roofing system. Contractor has 24 hours to notify owner of the quantity of decking needing replaced prior to replacing deteriorated decking. The quantity of decking needing replaced will need to be negotiated within the hour that this quantity is presented to the owner in order to ensure proper dry-in procedures for the workday.

Total\$117.00/sheet

Description of Services. Contractor will provide labor, equipment, and materials to remove and replace any wind damaged fascia and guttering. Contractor has 24 hours to notify owner of the quantity of wind damaged fascia and guttering needing replaced prior to replacing. The quantity of wind damaged fascia and guttering to be replaced will need to be negotiated within 24-hours that this quantity is presented to the owner in order to ensure proper dry-in procedures for the workday.

Total\$150.00/lf

22063

Payment Terms. Project will be invoiced at project completion, at which time our contractors two year workmanship warranty will also be issued. Our payment terms are net 30 days, once the invoice has been outstanding for 30 days it will start accruing a 9% late fee charge on the balance due each month, and a lien will be placed.

Period of performance. Project will commence in the springtime when the weather appears to be of adequate condition for roof application. Once the project has started, the contractor has 60 days to complete the project per the specifications. Any inclement weather experienced within the 60 days that limits the contractor's ability to perform said work does not count towards the overall number of days allocated to complete the project.

In Witness Whereof, the parties hereto have hereunto set their hands the day and first above written.

Party Receiving Services:

Montgomery County Board
#1 Courthouse Square, Room 202
Hillsboro, Illinois 62049

By: 

Date: 12/10/24

Party Providing Services:

Central Roofing, LLC
317 Dewitt Avenue
Mattoon, IL 61938

By: _____

Date: _____



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Montgomery County Highway Department	Montgomery	17-05121-00-BR	
Project Number	Contact Name	Phone Number	Email
	Cody Greenwood	(217) 532-6109	montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wonder Trail	TR 457	1270.01	068-3369
Location Termini			
1.8 miles northeast of Van Burensburg, Illinois.			

Add Location
Remove Location

Project Description

Construction observation and documentation for replacement of existing structure with a single span PPC deck beam structure with profile grade raise with aggregate roadway and A-3 surface treatment. Improvement to drainage ditches and structures and miscellaneous work to complete project.

Engineering Funding ☒ MFT/TBP ☐ State ☒ Other **County local funds**

Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☒ Other **County local funds**

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WHKS & Co.	Rick Allender	(217) 483-9457	rallender@whks.com
Address	City	State	Zip Code
3501 Constitution Dr, Suite B	Springfield	IL	62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

22/065

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT D : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Exhibit E Engineering Estimate - Specific Rate
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. 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 US Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
8. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER, shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$149,296.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. 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 LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA 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 LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. 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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 to maintain 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) 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).

11. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
- (c) That any difference between the ENGINEER and the LPA concerning the 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co.	42-0943938	\$149,296.00
Subconsultants		
Subconsultant Total		
Prime Consultant Total		\$149,296.00
Total for all work		\$149,296.00

22069

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

County

of

Montgomery County Highway Department

By (Signature & Date)

Sanford 12/10/24

By (Signature & Date)

[Signature]

Local Public Agency

Local Public Agency Type

Montgomery County Highway

County

Clerk

Title

County Board Chairman

(SEAL)



Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

WHKS & Co.

By (Signature & Date)

Scott D. Sanford
Digitally signed by Scott D. Sanford
Date: 2024.11.04 16:58:47 -06'00'

Title

Vice President

By (Signature & Date)

Cory Chamberlain
Digitally signed by Cory Chamberlain
Date: 2024.11.04 13:10:48 -06'00'

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

22070

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County Highway Dep	WHKS & Co.	Montgomery	17-05121-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Perform construction observation and documentation for the bridge replacement project including, documentation of contract quantities, material certification, material testing of subgrade, aggregate and concrete testing. Material testing by others as a direct cost.

22/071

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County Highway Dept	WHKS & Co.	Montgomery	17-05121-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Estimated start of Spring 2025. Estimated completion in Fall of 2025.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County Highway Dep	WHKS & Co.	Montgomery	17-05121-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

WORK PLAN OUTLINE / FEE ESTIMATE																								
Construction Engineering for TR 457 (Wonder Trail) in Montgomery County																								
Staff Hour Labor & Cost Estimate																								
Phase	Staff Category	→	Engineer III		Engineer II		Construction Observer I																TOTALS	
	Hourly Rate	→	\$70.00		\$41.00		\$28.00																	
001	Construction Observation		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
Task	01 Observation & Documentation		160.0	\$35,840.00	160.0	\$20,992.00	640.0	\$57,344.00													860.0	\$114,176.00		
	Phase Subtotal		160.0	\$35,840.00	160.0	\$20,992.00	640.0	\$57,344.00													860.0	\$114,176.00		
002	Admin		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
Task	01 Admin		40.0	\$8,960.00																	40.0	\$8,960.00		
	02 Closeout		40.0	\$8,960.00																	40.0	\$8,960.00		
	Phase Subtotal		80.0	\$17,920.00																	80.0	\$17,920.00		
Sub-Total Labor			240.0	\$53,760.00	160.0	\$20,992.00	640.0	\$57,344.00															1040.0	\$132,096.00
Expenses and Miscellaneous Costs																								
003	Expenses																					Expense		
Task	01 Material Testing	Test compaction on subbase and aggregate. Store concrete cylinders, break cylinders and prepare report.																				\$10,000.00		
	02 Mileage	136 miles roundtrip x 80 trips = 10,880 miles																				\$7,200.00		
	Phase Subtotal																					\$17,200.00		
SubTotal Expenses																						\$17,200.00		
SubTotal Labor																						\$132,096.00		
GRAND TOTAL																						\$149,296.00		

22073



**Illinois Department
of Transportation**

22074

**Resolution for Maintenance
Under the Illinois Highway Code**

District	County	Resolution Number	Resolution Type	Section Number
6	Montgomery	2024-13	Original	25-00000-00-GM

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Montgomery Illinois that there is hereby appropriated the sum of
Name of Local Public Agency

One Million Two Hundred Thousand Dollars (\$1,200,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 to 12/31/25
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel T funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Montgomery
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Sandy Leitheiser County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
of Montgomery in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Montgomery at a meeting held on 12/10/24
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of December, 2024
Day Month, Year

(SEAL, if required by the LPA)



Clerk Signature & Date

Sandy Leitheiser 12/10/24

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Of the Montgomery County Board, Montgomery County, Illinois**RE: AMENDING THE PREDICTABLE FEE SCHEDULE FOR THE MONTGOMERY COUNTY RECORDER'S OFFICE**

WHEREAS, the Governor of the State of Illinois, on August 22, 2017, signed into law Public Act 100-0271, which requires counties to adopt a predictable fee schedule for the County Recorder's Office; and

WHEREAS, pursuant to Public Act 103-0884 if a county has previously adopted a resolution adopting a predictable fee schedule, the county must adopt a resolution revising that predictable fee schedule to be consistent with 55 ILCS 5/3-5018.2; and

WHEREAS, a notice of this resolution must be posted in the Montgomery County Recorder's Office for at least two weeks prior, but not more than four weeks prior to the date of adoption below; and

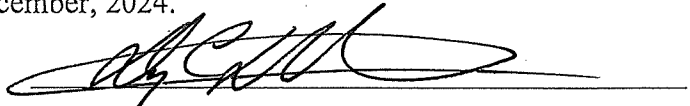
WHEREAS, the changes to the fees shall take into effect on January 1, 2025; and,

WHEREAS, the predictable fee schedule is attached as Exhibit A and was prepared by the Montgomery County Recorder pursuant to the new law; and,

WHEREAS, the Montgomery County Board's Finance Committee at its regular scheduled meeting of November 7th, 2024, discussed, reviewed and considered the County Recorder's proposed predictable fee schedule and recommends the proposed fees take effect January 1, 2025.

NOW, THEREFORE, by the County Board of Montgomery County, Illinois that after review, discussion and consideration at its regularly scheduled board meeting on December 10th, 2024, hereby adopts the predictable fee schedule prepared by the County Recorder and it shall take effect January 1, 2025.

PASSED and approved this 10th day of December, 2024.



Doug Donaldson, County Board Chairman

ATTEST:



Sandy Leitheiser, County Clerk/Recorder

**MONTGOMERY COUNTY, ILLINOIS PREDICTABLE RECORDING FEE
EFFECTIVE JANUARY 1st, 2025**

Statutory Reference: 55 ILCS 5/3-5018.2

Sandy Leitheiser

Montgomery County Clerk & Recorder

#1 Courthouse Square, PO Box 595

Hillsboro, Illinois 62049-0595

(217) 532-9535 or (217) 532-9534 Fax (217) 532-9581

Office Hours: Monday-Friday (8:00 am – 4:00 pm)

www.montgomerycountyil.gov

recorder@montgomerycountyil.gov

22076

Fee Breakdown

STANDARD DOCUMENTS

Base Recording Fee	\$10.50
Recorder's Record Storage Fund	\$39.50
G.I.S. Fund	\$20.00
State Rental Housing Surcharge	<u>\$18.00</u>
Total	\$88.00

NON-STANDARD DOCUMENTS

Base Recording Fee	\$21.50
Recorder's Record Storage Fund	\$39.50
G.I.S. Fund	\$20.00
State Rental Housing Surcharge	<u>\$18.00</u>
Total	\$99.00

STANDARD DOCUMENT FEE:.....\$88 each (*see Exceptions)

*Exceptions: Memorandum of Judgment, Power of Attorney,
Notice of Probate, Will, Birth/Death/Marriage Certificate
Easement from Public Utility, State Agency,
Local Government, School District, Federal Government\$70 each

NON STANDARD DOCUMENT FEE:.....\$99 each

Non Standard Documents are:

Documents referencing 6 or more tax Parcel Identification Numbers **or**

Documents referencing 6 or more recorded document numbers or Book/Page Numbers **or**

Documents not conforming as in 55 ILCS 5/3-5018.1, paragraphs 1 through 5 below:

1. The document shall consist of one or more individual sheets measuring 8.5 inches by 11 inches, not permanently bound and not a continuous form. Graphic displays accompanying a document to be recorded that measure up to 11 inches by 17 inches shall be recorded without charging an additional fee.
2. The document shall be legibly printed in black ink, by hand, type or computer. Signatures and dates may be in contrasting colors if they will reproduce clearly.
3. The document shall be on white paper of not less than 20 pound weight and shall have a clean margin of at least one-half inch on the top, the bottom and each side. Margins may be used for non-essential notations that will not affect the quality of the document, including but not limited to form number, page numbers and customer notations.
4. The first page of the document shall contain a blank space, measuring at least 3 inches by 5 inches, from the upper right hand corner.
5. The document shall not have an attachment stapled or otherwise affixed to any page, however, pages may be stapled together.

Subdivision/Condominium Plats (need original & 1 signed copy).....\$115 each

Surveys/Plats over 8 ½ x 14.....\$115 each

Uniform Commercial Code (UCC).....\$99 each

Military Discharge (DD214).....FREE

Certified Copies.....FREE

Certified Copies of Recorded Documents.....Fee same as Recording fee on Document

22077



Illinois Department of Revenue

PTAX-451

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- 1 County MONTGOMERY
- 2 Date of county board action 12 / 10 / 2024
Month Day Year
- 3 Annual salary \$ 63,070.00
- 4 Effective date of salary increase or decrease 12 / 01 / 2024
Month Day Year
- 5 Check which certified copy you are attaching
 - ☐ the resolution
 - ☒ minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
 - ☐ a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- 6 Check who is receiving the change
 - ☒ supervisor of assessments
 - ☐ public defender (select full-time or part-time below)
 - ☐ full-time ☐ part-time
 - ☐ sheriff
- 7 Social Security number of the individual seeking salary reimbursement or with a change in salary
_____ - _____ - _____
- 8 Name and address of the individual seeking salary reimbursement or with a change in salary
KENDRA NIEHAUS
Name
85 DUFFS LN
Address
HILLSBORO IL 62049
City State ZIP

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature

[Signature]
Signature of the county board chair

DOUG DONALDSON
Printed name of the county board chair

12 / 10 / 24
Month Day Year

10 County Clerk statement and signature

State of Illinois }
MONTGOMERY County }

I, SANDRA LEITHEISER, County Clerk in and for the county of

MONTGOMERY and keeper of the records and seal, do hereby

certify that the above is true and correct.

[Signature]
Signature of the county clerk

12 / 10 / 2024
Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- ☐ change in personnel
- ☐ salary adjustment

Documentation received

- ☐ resolution
- ☐ minutes
- ☐ signed statement

Received by

Initials: _____

____ / ____ / ____
Month Day Year

22/078

ORDINANCE 2024-48

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$48,000.00 shall be made available for the purchase of Phone Upgrade for Public Health Dept.

This Ordinance shall be in effect upon passage.

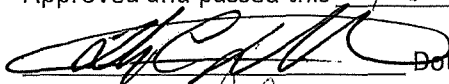
YES: 13

NO: 0

ABSTAIN: 0

ABSENT: 1

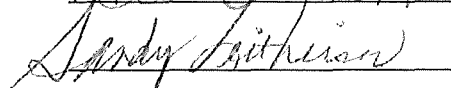
Approved and passed this 10th day of Dec, 2024.



Doug Donaldson, Chairman, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County

22/079

Stephanie

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT
DISTRICT OF
BUTLER GROVE-IRVING-ROUNTREE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MONTGOMERY COUNTY (COUNTY), and BUTLER GROVE IRVING ROUNTREE MULTI-TOWNSHIP ASSESSMENT DISTRICT (DISTRICT), (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the DISTRICT.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the DISTRICT does not have an elected multi-township assessor and has been unable to appoint a certified multi-township assessor, and

Whereas, Section 2-60 of the Code provides that any multi-township district which is unable to elect or appoint such a multi-township assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the DISTRICT or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The DISTRICT shall pay to the general fund of the COUNTY the sum of **\$7,000** on or before Dec. 1st of assessment year

22080

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the DISTRICT.

4. Duration

The AGREEMENT shall commence on January 1, 2025, and shall continue through December 31, 2025.

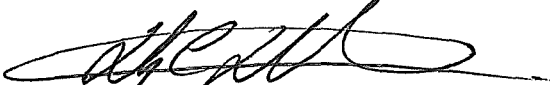
5. Amendments


This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.

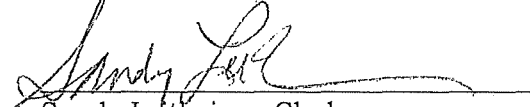
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

MONTGOMERY COUNTY

EXECUTED this 10th day of December, 2024



Doug Donaldson, Chair

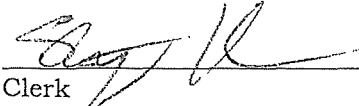

Kendra Niehaus, CCAO


Sandy Leitheiser, Clerk

BUTLER GROVE-IRVING -ROUNTREE MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this 12th day of November, 2024


Chair


Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND SOUTH LITCHFIELD TOWNSHIP

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this 1st day of April, 2021 by and between MONTGOMERY COUNTY (COUNTY), and SOUTH LITCHFIELD TOWNSHIP, (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the TOWNSHIP.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the TOWNSHIP does not have an elected township assessor and has been unable to appoint a certified assessor, and

Whereas, Section 2-60 of the Code provides that any township which is unable to elect or appoint such an assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the TOWNSHIP or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The TOWNSHIP shall pay to the general fund of the COUNTY the sum of **\$12,000** on or before Dec. 1st of assessment year.

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the TOWNSHIP.

4. Duration

The AGREEMENT shall commence on January 1, 2025, and shall continue through December 31, 2025.

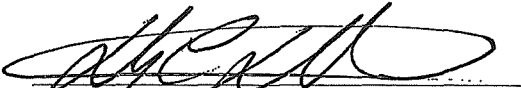
5. Amendments

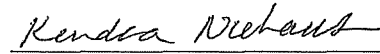
This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.


IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

MONTGOMERY COUNTY

EXECUTED this 10th day of December, 2024

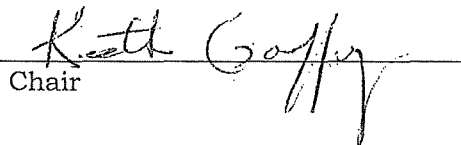

Doug Donaldson, Chair


Kendra Niehaus, CCAO


Sandy Leitheiser, Clerk

SOUTH LITCHFIELD TOWNSHIP

EXECUTED this 27 day of NOV, 2024


Chair


Clerk

22083

**LAW ENFORCEMENT APPRECIATION DAY
MONTGOMERY COUNTY ILLINOIS BOARD PROCLAMATION
JANUARY 14TH, 2025**

WHEREAS, the safety of all residents is important to the happiness, prosperity, and well-being of Montgomery County families and communities; and

WHEREAS, Montgomery County is the proud home of dedicated law enforcement officers who put their lives on the line to keep our communities safe; and

WHEREAS, these officers stand as leaders and teachers, educating the community about the importance of public safety; and

WHEREAS, the Montgomery County Board appreciates the extraordinary efforts and sacrifices made by officers and their family members daily, in order to protect schools, workplaces, roadways, and homes; and

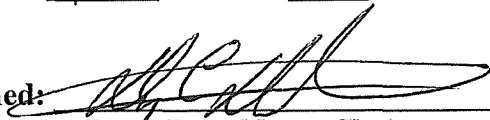
WHEREAS, National Law Enforcement Appreciation Day is an opportunity to show our support for law enforcement;

NOW, THEREFORE, the members of the Montgomery County Board do hereby recognize January 9, 2025, as **NATIONAL LAW ENFORCEMENT APPRECIATION DAY** in the COUNTY OF MONTGOMERY, and call this observance to the attention of our citizens.

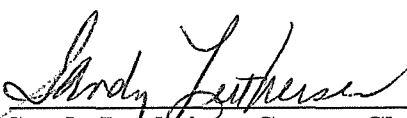
Passed by the Board of Montgomery County this 14th day of January 2025.

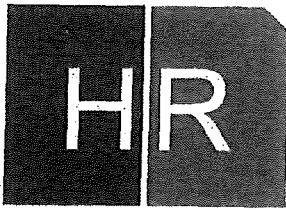
AYES: 13 **NAYS:** 0 **PRESENT:** 13 **ABSTAIN/ABSENT:** 1

Signed:


Doug Donaldson, Chairman

Attest:


Sandy Leitheiser, County Clerk



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

22084

December 24, 2024

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Montgomery Springs Solar- PINs 16-24-176-004 and 16-24-127-007
Apex IL DER, LLC
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Apex IL DER, LLC - 16-24-176-004 and 16-24-127-007 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCH, INC.

Jeremy Connor, P.E.
Vice-President

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

JJC:
Enclosure

ACCEPTED BY:

Signature

1-14-25
Date

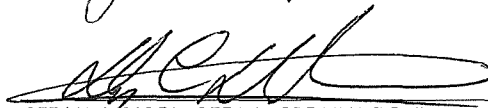
WHEREAS, the Illinois State Legislature has made it possible, by way of legislation, for the position of Supervisor of Assessments to be appointed or elected; and

WHEREAS, the County Board may by ordinance require the question of whether the Supervisor of Assessments shall an elected position to appear on the next general election; and

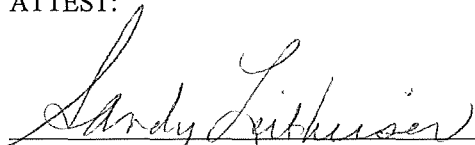
NOW BE IT HEREBY RESOLVED that pursuant to 35 ILCS 200/3-52, the following referendum shall be certified by the County Clerk to the appropriate election authorities for the next general election:

Shall the county supervisor of assessments be elected rather than appointed?

APPROVED and ADOPTED this 14th day of January, 2025


CHAIRMAN DOUG DONALDSON

ATTEST:


COUNTY CLERK SANDY LEITHEISER

AYES: 9

NAYES: 4

PRESENT: 13

ABSENT: 1

22/086

Montgomery County

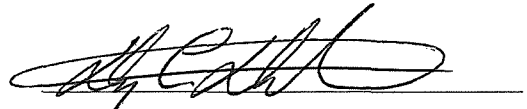
RESOLUTION 2025- 02

**A resolution for Support of the
Great Rivers & Routes Tourism Bureau**

WHEREAS, Montgomery County recognizes the need of a professional and comprehensive approach for the marketing and development of tourism in and around **Montgomery County** and endorses the Great Rivers & Routes Tourism Bureau for promotional efforts in representing the **Montgomery County** tourism area.

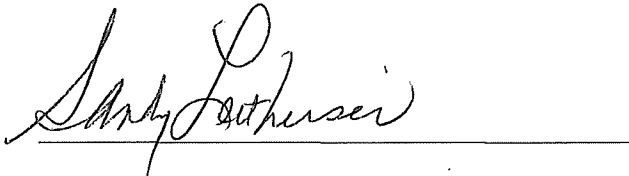
NOW THEREFORE BE IT RESOLVED, that the **MONTGOMERY COUNTY BOARD** endorses and supports the Great Rivers & Routes Tourism Bureau as the official State Certified Bureau for **Montgomery County** in its tourism representation through fiscal Year 2025.

**PRESENTED, APPROVED and RESOLVED by The Montgomery County Board,
Montgomery County, Illinois on this 14th day of January 2025.**

A handwritten signature in black ink, appearing to read "Doug Donaldson", written over a horizontal line.

Doug Donaldson, Chairman
Montgomery County Board

ATTEST:

A handwritten signature in black ink, appearing to read "Sandy Leitheiser", written over a horizontal line.

Sandy Leitheiser, County Clerk and Recorder

22087

Horseshoe Solar – Montgomery County Road Use Agreement

This **ROAD USE AGREEMENT** ("Agreement") entered into this 14th day of January, 2025 by and between Horseshoe Solar Project, LLC, a Delaware limited liability company ("**Horseshoe Solar**") and Montgomery County, Illinois, a body corporate and politic acting by and through its Board (the "**County**"), for the use of approximately one and a half miles of Fillmore Trail (shown below as Exhibit A) for the access to the proposed location during the construction of a solar farm ("**Project**") located at PIN 17-08-400-003 with an approximate address of 13285 Fillmore Trail, Hillsboro, IL 62049, hereby provides for the following:

1. The maximum weight limit on Fillmore Trail will be 80,000 lbs.
2. Montgomery County will permit access to the solar farm from Fillmore Trail, exact access location to be determined in final design to be approved by the Montgomery County Engineer, currently represented by Exhibit B.

This Agreement shall serve as approval from Montgomery County of the preliminary type, size and location of the entrance culvert and entrance road as shown in Exhibit C, attached. Horseshoe Solar shall provide the Montgomery County Engineer the final design of the type, size and location of the entrance culvert and entrance road at least fourteen (14) days prior to beginning construction. Should the Montgomery County Engineer have any objections to the final design of the type, size and location of the entrance culvert and entrance road provided by Bluestar Solar, the parties shall reasonably cooperate to address such objections.

3. Horseshoe Solar shall be responsible for any damages to Fillmore Trail or other County roads to the extent directly resulting from the construction of the Project and pay for all repairs reasonably necessary to restore the roads to the condition that were in prior to the activities of Horseshoe Solar.
4. Horseshoe Solar shall sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
5. Horseshoe Solar shall keep the portion of Fillmore Trail or other County roads used by Horseshoe Solar or its representatives, clear, by removing all mud, dust, dirt, spilled or tracked construction materials, garbage, obstructions or other hazards, within a reasonable time period following written notice from the County.
6. Horseshoe Solar shall be responsible for the installation and ongoing maintenance of the entrance(s) to the Project real estate, including but not limited to all surface

aggregate, shoulders, slopes, and culverts, for the duration of the Project's operational life. Horseshoe Solar shall ensure that the entrance(s) remain in a safe and drivable condition, free from any hazards or obstructions that may impede vehicular access. In the event that the Project is decommissioned or otherwise reaches the end of its operational life, Horseshoe Solar shall be responsible for the removal of all entrance(s) to the Project real estate, including but not limited to all surface aggregate, shoulders, slopes, and culverts.

7. Horseshoe Solar shall prohibit the use of the Fillmore Trail right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees.
8. Horseshoe Solar shall take such measures as are reasonably required and within a reasonable time period during an extended work suspension to provide for safe vehicular travel on County roads as directed by the County for such County roads damaged as a direct result of the Project. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
9. If repairs to Fillmore Trail or other County roads are deemed necessary directly because of activity of Horseshoe Solar, the Montgomery County Engineer will determine the nature of repairs reasonably required (the "**Required Repairs**") and will notify Horseshoe Solar.
10. The Montgomery County Engineer will provide an itemized invoice for the costs of any Required Repairs at the standard rates. Horseshoe Solar shall make payment with thirty (30) days after receipt of such itemized invoice.
11. Prior to the beginning of construction of the Project, Horseshoe Solar shall provide to the County financial security in the form of one Surety Bond in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) which the County may draw against in the event and only to the extent that Horseshoe Solar fails to pay for the repair and/or restoration expenses for Fillmore Trail or other County roads in accordance with the terms of this Agreement. The Surety Bond shall be issued by a bank, or other financial entity with a rating of AA or better reasonably acceptable to the County.

The Surety Bond shall remain in place from a date thirty (30) days prior to the beginning of construction of the Project, including the transportation of materials or equipment on the Roads that are subject to this Agreement until a date one year after the completion of the Project in the County, or the effective date of a full settlement and release of road issues executed by the County and Horseshoe

Solar, whichever is later. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for the surrender of the Surety Bond or release when Horseshoe Solar is no longer required to provide the Surety Bond pursuant to the terms hereof, or the terms of the Surety Bond.

For so long as Horseshoe Solar is required to maintain the Surety Bond pursuant to the terms hereof, in the event that, pursuant to the terms of such Surety Bond, the County shall be entitled to draw down the full outstanding amount of such Surety Bond as a direct result of Horseshoe Solar's failure or default to repair or restore Fillmore Trail in accordance with the terms of this Agreement. The County shall not make any claim on said Surety Bond until sixty (60) days after the mailing of a written notice to Horseshoe Solar specifying a default hereunder by Horseshoe Solar, during which sixty (60) days Horseshoe Solar may cure such default.

12. Horseshoe Solar shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance:

- a. If Horseshoe Solar has employees, workers compensation and employers liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;
- b. Automobile Liability insurance covering all motor vehicles, including owned, hired and non-owned autos operated and/or licensed or leased by Horseshoe Solar and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and
- c. Commercial General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate covering the activities of the Horseshoe Solar contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, products and completed operations and contractual liability.
- d. General Provisions applicable to the foregoing insurance requirements:
 - i. Horseshoe Solar may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
 - ii. If requested, evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on Fillmore Trail or other County roads.

22090

- iii. The County and its officers, employees, elected or appointed officials and agents shall be named as additional insureds with respect to the Commercial General Liability.

13. Horseshoe Solar shall hereby release and agrees to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials and agents and their respective heirs, executors, administrators, successors and assigns from any and all actions, cause of action, suits, claims, expenses and demands against the County directly arising out of or relating to the use, construction, modifications, repair or improvement by Horseshoe Solar of any road subject to this Agreement or performance by Horseshoe Solar or its contractors, sub-contractors, employees, agents, representatives and designees of their obligations under this Agreement.

14. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated herein and shall not use any other County roads other than those so designated (except on a temporary basis in the event of an emergency). Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. In the event any unauthorized construction vehicle of Horseshoe Solar or its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees uses a non-designated County road, then the County in its reasonable discretion may give written notice to Horseshoe Solar of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the County may impose a fine of \$500.00 per occurrence on Horseshoe Solar to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection, the County shall issue a warning to the operator of the offending vehicle, with a copy provided to Horseshoe Solar.

15. General

- a. Failure of either party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.
- b. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can

22/091

be given effect without the invalid provision and, to this end, the provisions hereof are severable.

- c. No amendment or modification to this Agreement or waiver of a party's rights hereunder shall be binding unless it shall be in writing and signed by the party against whom enforcement is sought.
- d. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assignees. This agreement may not be assigned without the written consent of the other party.
- e. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.
- f. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between parties, whether written or oral. Horseshoe Solar hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf.
- g. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Agreement and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

[signature page follows]

22092

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last stated below, each party being authorized thereunto.

HORSESHOE SOLAR PROJECT, LLC, a
Delaware limited liability company

MONTGOMERY COUNTY, ILLINOIS,
a body corporate and politic.

By: Kira Gavin

Print Name: KIERA GAVIN

Title: AUTHORIZED PERSON

Date: 2/11/25

By: Doug Donaldson
Doug Donaldson, County Board
Chairman

Date: 1/14/25

ATTEST:

By: Sandy Leathersen

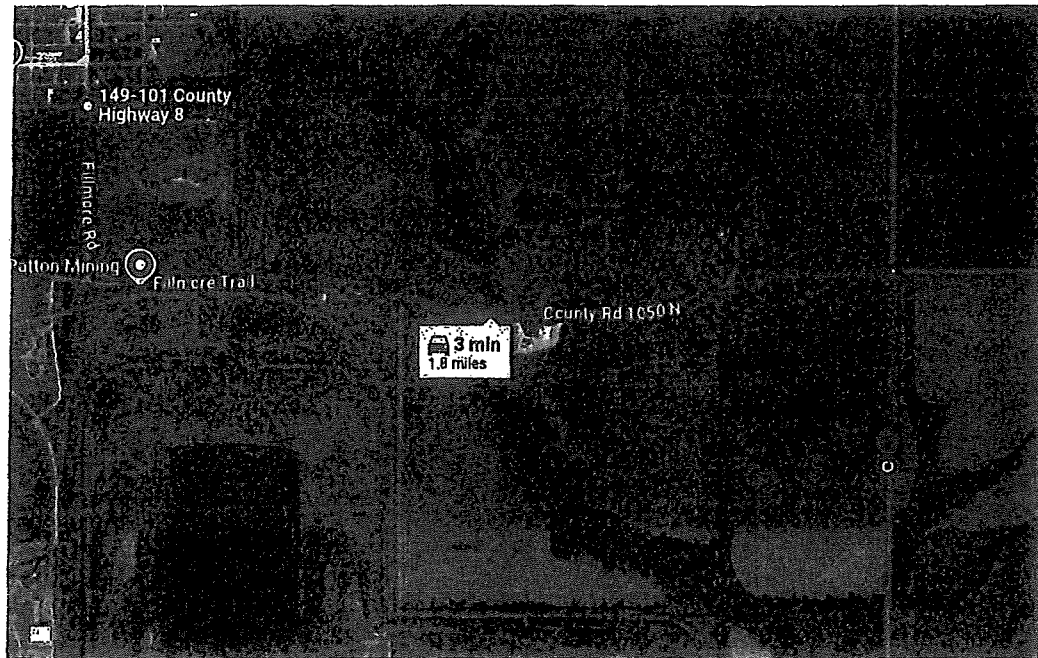
Print Name: Sandy Leathersen

Title: County Clerk

Date: 1/14/25

22093

Exhibit A – Preliminary Access Route



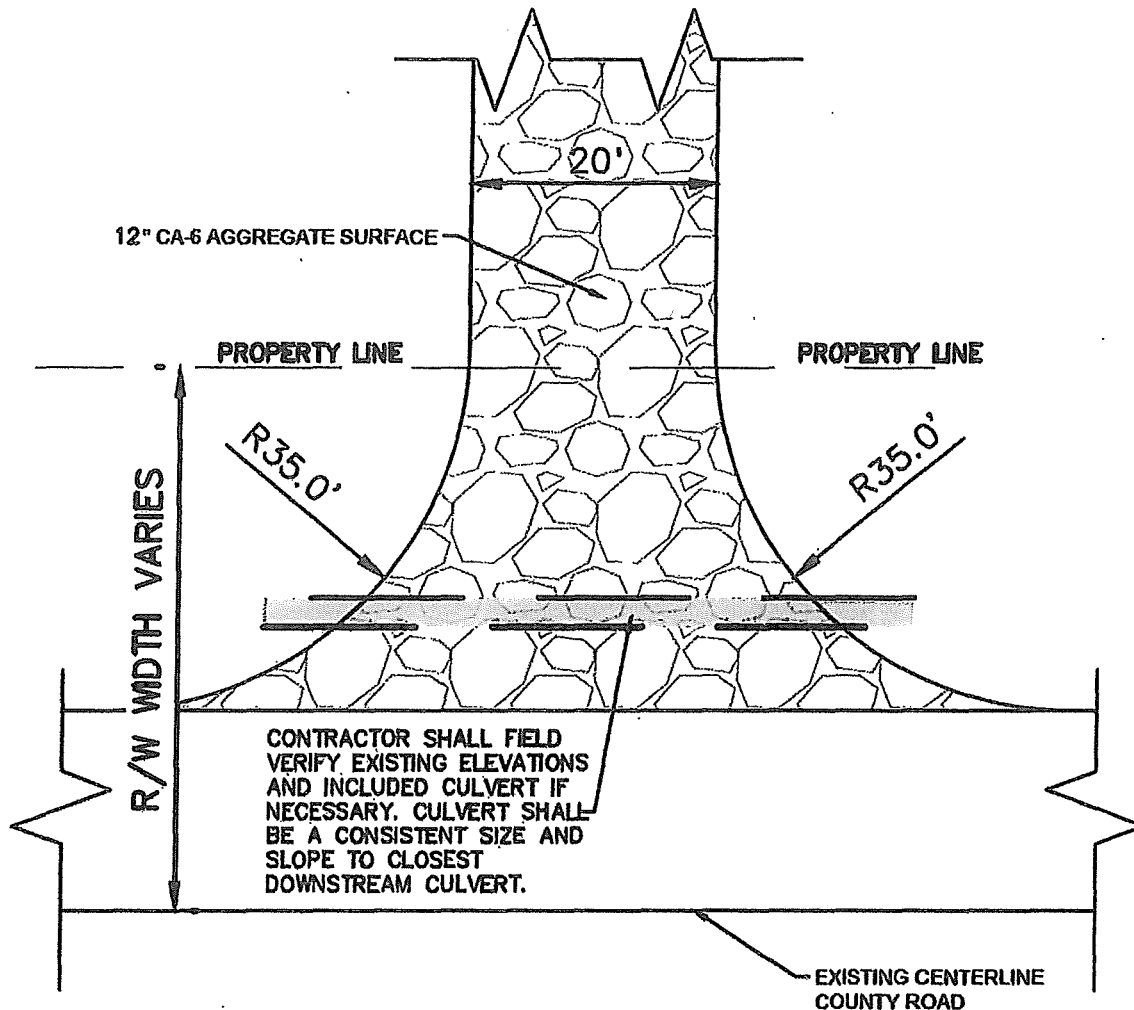
22094

Exhibit B – Preliminary Site Plan

(see attached)

22095

Exhibit C – Preliminary Entrance Detail

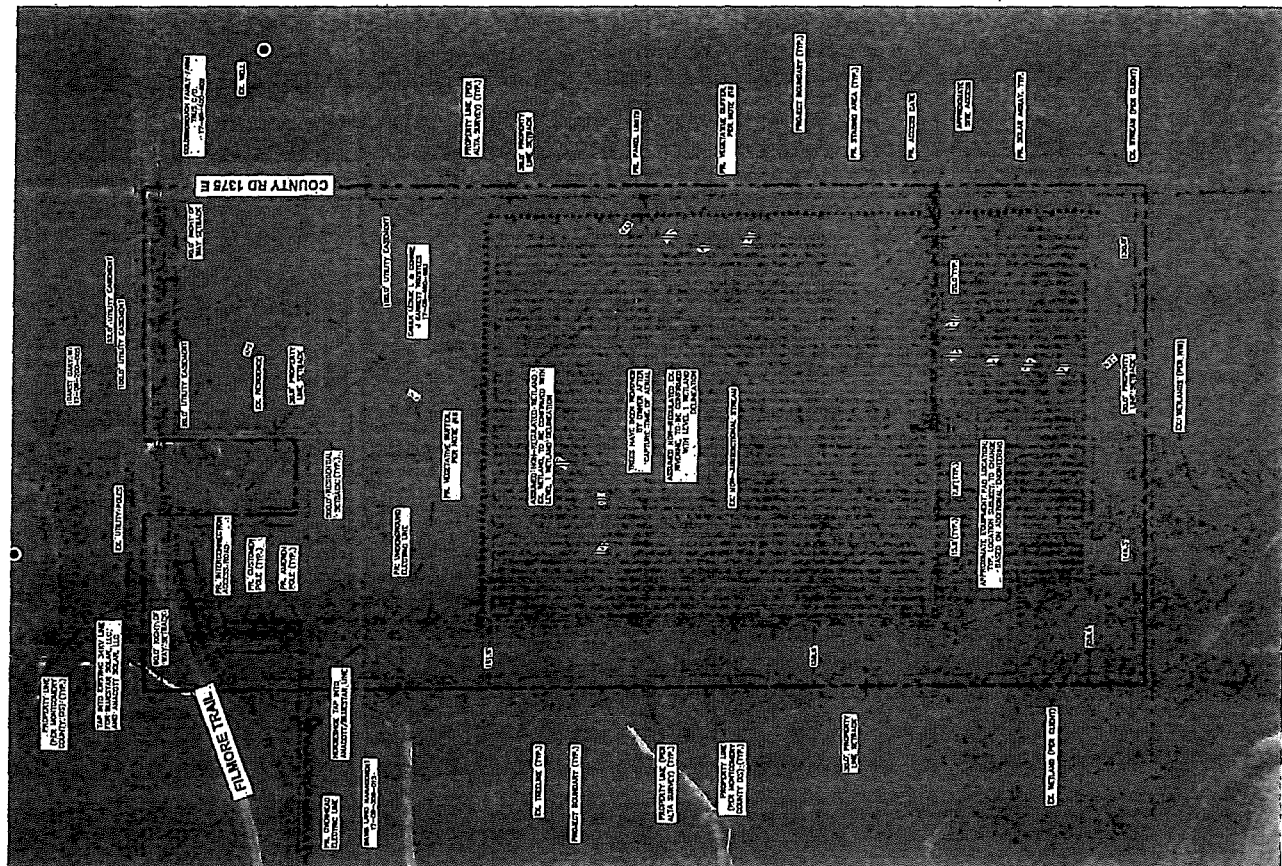


NOTES:

1. SEED DISTURBED AREA WITH FESCUE BLEND OR APPROVED EQUIVALENT.
2. CULVERT MATERIAL MUST BE METAL OR HDPE. ANY MATERIALS USED MUST BE ON APPROVED IDOT MATERIALS LIST.
3. CULVERT LENGTH MUST BE 30 FEET MINIMUM.
4. CONTRACTOR SHALL GRADE AS NECESSARY TO ENSURE MAXIMUM SLOPE OF 8% ALONG ENTRANCE AND ENSURE POSITIVE DRAINAGE.

TYPICAL COUNTY ROAD ENTRANCE DETAIL

SCALE: NTS



22/097

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT
DISTRICT OF
AUDUBON-NOKOMIS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MONTGOMERY COUNTY (COUNTY), and AUDUBON-NOKOMIS MULTI-TOWNSHIP ASSESSMENT DISTRICT (DISTRICT), (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the DISTRICT.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the DISTRICT does not have an elected multi-township assessor and has been unable to appoint a certified multi-township assessor, and

Whereas, Section 2-60 of the Code provides that any multi-township district which is unable to elect or appoint such a multi-township assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the DISTRICT or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The DISTRICT shall pay to the general fund of the COUNTY the sum of **\$7,000** on or before Dec. 1st of assessment year

22098

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the DISTRICT.

4. Duration

The AGREEMENT shall commence on January 1, 2025, and shall continue through December 31, 2025.

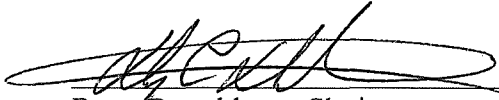
5. Amendments

This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.

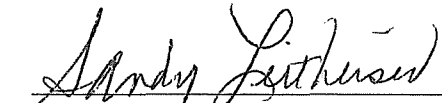
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

MONTGOMERY COUNTY

EXECUTED this 14th day of January, 2025



Doug Donaldson, Chair

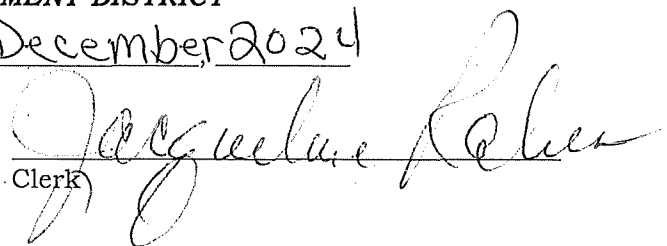

Kendra Niehaus, CCAO


Sandy Leitheiser, Clerk

AUDUBON-NOKOMIS MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this 7th day of December 2024


Chair


Clerk

RECEIVED

DEC 11 2024

Montgomery County
Supervisor of Assessments

22/099

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT
DISTRICT OF
FILLMORE CONSOLIDATED-WITT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MONTGOMERY COUNTY (COUNTY), and FILLMORE CONSOLIDATED-WITT MULTI-TOWNSHIP ASSESSMENT DISTRICT (DISTRICT), (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the DISTRICT.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the DISTRICT does not have an elected multi-township assessor and has been unable to appoint a certified multi-township assessor, and

Whereas, Section 2-60 of the Code provides that any multi-township district which is unable to elect or appoint such a multi-township assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the DISTRICT or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The DISTRICT shall pay to the general fund of the COUNTY the sum of **\$7,000** on or before Dec. 1st of assessment year

22100

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the DISTRICT.

4. Duration

The AGREEMENT shall commence on January 1, 2025, and shall continue through December 31, 2025.

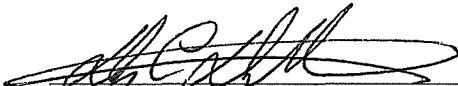
5. Amendments

This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.


IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

MONTGOMERY COUNTY

EXECUTED this 14th day of January, 2025

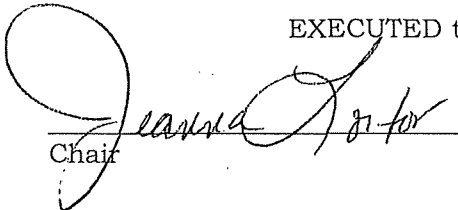

Doug Donaldson, Chair



Kendra Niehaus, CCAO


Sandy Leitheiser, Clerk

FILLMORE CONSOLIDATED-WITT MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this ____ day of _____, _____


Chair


Clerk

22/101

Ordinance

ORDINANCE NUMBER 25-02

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2026, beginning on July 1, 2025 and ending on June 30, 2026.

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

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

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

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

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

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

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

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

Section 5. That 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.

APPROVED by the Chairman of the Montgomery County Board, this 11th day of February, 2025 and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 14

PRESENT 13

AYE 13

NAY 0



Sandy Leathers

Clerk of Montgomery County, Illinois

[Signature]

Chairman of Montgomery County, Illinois

Intergovernmental Agreement

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

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

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

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

WITNESSETH:

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

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2025 to June 30, 2026 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By: _____
Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: _____
Chairperson, Montgomery County Board

ATTEST:

Sandy Luthers

Montgomery County Clerk



22104

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF MONTGOMERY, Illinois, a local unit of government, (hereinafter referred to as "MONTGOMERY COUNTY") and the VILLAGE OF WAGGONER, Illinois, a local unit of government, (hereinafter referred to as "VILLAGE OF WAGGONER") both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF MONTGOMERY and the VILLAGE OF WAGGONER are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF MONTGOMERY and the VILLAGE OF WAGGONER are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF MONTGOMERY is desirous of transferring the Green Diamond Bike Trail to the Village of Waggoner;

WHEREAS, the Bike Trail needs certain maintenance including oil and chipping; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
 - a. That Montgomery County shall transfer title of the Green Diamond Bike Trail to Village of Waggoner by Quit Claim Deed.
 - b. That Montgomery County shall reimburse Village of Waggoner for oil and chipping within 45 days of receipt of invoice showing the oil and chipping being completed.
 - c. That reimbursement shall be limited to an amount not to exceed \$22,000
2. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto.
3. APPLICABLE LAW: This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Fourth Judicial Circuit, State of Illinois.

22105

4. FINAL AGREEMENT OF PARTIES: This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.
5. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.
6. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of MONTGOMERY COUNTY and the VILLAGE OF WAGGONER.

VILLAGE OF WAGGONER

VILLAGE PRESIDENT

Date: _____

MONTGOMERY COUNTY


Chairman, MONTGOMERY County Board
120 N. Main Street
Hillsboro, IL 62049

Date: 2-11-25

Illinois Department of Transportation
As Accepted Tabulation of Bids
For Letting: 01/17/2025

Run Time 01/17/2025 12:11 PM

22106

Letting Item: 115
Route: FAS 2723A

Contract: 93803
Section: 20-00145-00-PV
Project: V2L4(333)

District: 6
County: Montgomery
Within Estimate: YES

Contract Description: Intersection realignment and widening at Cofeen Road and Seven Sisters Road.

2825 Illinois Valley Paving, a div of UCM, Inc.

P.O. Box 13420
Springfield, IL 62791
3151 Robbins Road
Springfield, IL 62704
Phone: (217) 546-6192
Fax: (217) 546-1904
IVP@ucm.biz

\$512,832.10

5802 Stutz Excavating, Inc.

3837 Fosterburg Road
Alton, IL 62002
Phone: (618) 259-2485
Fax: (618) 259-2465

\$535,295.80

3064 Kamadulski Excavating and Grading Company, Inc.

4336 Hwy. 162
Granite City, IL 62040
Phone: (618) 931-3760
Fax: (618) 797-1228
brett@kamadulski.com

(No Bid)

MONTGOMERY COUNTY CONCURS



01-22-2025

22/107



Illinois Department of Transportation

Project V2L4 (333)
Route Coffeen Road (CH 5)
Section 20-00145-00-PV
County Montgomery

Estimate of Cost

Location of Improvement: Intersection of County Highway 5 (Coffeen Road) and Seven Sisters Avenue.

For a total distance of 1500 LF (0.284 mile) Net improvement of 1500 LF (0.284 mile)
Type _____ Width _____ Thickness _____
Shoulders _____ Average Haul _____ Maximum Grade _____ %

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
200100	EARTH EXCAVATION	CU YD	1690	\$45.00	\$76,050.00
20400800	FURNISHED EXCAVATION	CU YD	756	\$50.00	\$37,800.00
25000200	SEEDING, CLASS 2	ACRE	2	\$2,500.00	\$5,000.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	180	\$5.00	\$900.00
25000500	PHOSPHOROUS FERTILIZER NUTRIENT	POUND	180	\$5.00	\$900.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	180	\$5.00	\$900.00
25000700	AGRICULTURAL GROUND LIMESTONE	TON	4	\$350.00	\$1,400.00
25100115	MULCH, METHOD 2	ACRE	2	\$2,500.00	\$5,000.00
28000305	TEMPORARY DITCH CHECKS	FOOT	220	\$25.00	\$5,500.00
28000400	PERIMETER EROSION BARRIER	FOOT	3152	\$5.00	\$15,760.00
35100100	AGGREGATE BASE COURSE, TYPE A	TON	2096	\$40.00	\$83,840.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	406	\$15.00	\$6,090.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	9658	\$2.00	\$19,316.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	966	\$2.00	\$1,932.00
40602978	HMA BC IL-9.5 N50	TON	368	\$180.00	\$66,240.00
40604000	HMA SC IL-9.5FG C N50	TON	361	\$200.00	\$72,200.00
44000100	PAVEMENT REMOVAL	SQ YD	4354	\$30.00	\$130,620.00
203021	HOT-MIX ASPHALT SHOULDERS, 6"	SQ YD	338	\$55.00	\$18,590.00
6600105	FUR ERECT ROW MARKERS	EACH	15	\$300.00	\$4,500.00
67100100	MOBILIZATION	L SUM	1	\$20,000.00	\$20,000.00
72000100	SIGN PANEL - TYPE 1	SQ FT	12	\$32.00	\$384.00
72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	17	\$6.00	\$102.00
72900100	METAL POST - TYPE A	FOOT	24	\$25.00	\$600.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	3832	\$0.75	\$2,874.00
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	20	\$7.50	\$150.00
X7010216	TRAF CONT & PROT SPL	L SUM	1	\$25,000.00	\$25,000.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$5,000.00	\$5,000.00
TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					\$606,648.00

Made by KYH Date 9/9/2024 Examined _____ , _____
Checked by JJC Date 9/9/2024 _____ Regional Engineer



22/108

Local Public Agency
Engineering Services AgreementUsing Federal Funds? ☐ Yes ☒ No

Agreement For

MFT CE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Montgomery County	Montgomery	20-00145-00-PV	93803
Project Number	Contact Name	Phone Number	Email
V2L4 (333)	Cody Greenwood, PE	(217) 532-6109	engineer@montgomerycountyil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
County Highway 5/Coffeen Road	CH 5	0.284 Mile	NA
Location Termini			Add Location
300' South of Seven Sisters Intersection to 1500' North of Seven Sisters Intersection			Remove Location

Project Description

Intersection Realignment - Pavement Reconstruction

Engineering Funding ☒ MFT/TBP ☐ State ☐ OtherAnticipated Construction Funding ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hurst-Rosche, Inc	Jeremy Connor	(217) 532-3959	jconnor@hurst-rosche.com
Address	City	State	Zip Code
1400 East Tremont Street	Hillsboro	IL	62049

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

22109

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. 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 US Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
8. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☒ Lump Sum

\$39,919.00

(Maximum Fee \$40,000) (For federal funds the lump sum shall be determined using the Cost Plus Fixed Fee Formula.)

☐ Specific Rate

(Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 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 LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- This AGREEMENT may be terminated by the LPA 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 LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. 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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 to maintain 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) 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hurst-Rosche, Inc	37-0889933	\$39,919.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$39,919.00
Total for all work		\$39,919.00

AGREEMENT SIGNATURES

22113

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

County

of

Montgomery County

By (Signature & Date)

Andy Lee 2/11/25

Local Public Agency

Montgomery County

Local Public Agency Type

County

Clerk

By (Signature & Date)

Jeffery E. Smith 2/11/25

Title

County Board Chairman

(SEAL)



Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hurst-Rosche, Inc

By (Signature & Date)

Justin Smith 02/04/25

Title

Vice-President

By (Signature & Date)

Justin Smith 02/04/25

Title

Senior Project Manager

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc	Montgomery	20-00145-00-PV

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Provide Phase III - Construction Engineering Services for the reconstruction of Coffeen Road intersection. Hurst-Rosche will perform Resident Engineer duties with respect to pay estimates, verification of quantities, testing requirements and adherence to the design plans

22/15

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc	Montgomery	20-00145-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Project has 30 working days associated that begin May 1st. The construction will be performed Late Spring of 2025 into the summer of 2025 with the road closure to be coordinated with local agricultural needs. Construction activities can begin before May 1st and HR will coordinate with the County about the schedule.

22/116

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc	Montgomery	20-00145-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)



22117

Local Public Agency
Engineering Services Agreement

Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For MFT CE	Agreement Type Supplement	Number 1
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LOCAL PUBLIC AGENCY

Local Public Agency Montgomery County	County Montgomery	Section Number 15-00138-00-BR	Job Number C-96-073-20
Project Number 1UVB(331)	Contact Name Cody Greenwood	Phone Number (217) 532-6109	Email montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name Red Ball Trail / CH 9	Key Route FAS 1746	Length 1990.0'	Structure Number 068-3368
Location Termini 3.7 miles south of Coffeen, Illinois.			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description

Supplement for Construction Engineering to replace existing structure with a three-span PPC deck beam structure. Profile grade raise with aggregate roadway and surface course. Improvement to drainage ditches and structures and miscellaneous work to complete project.

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name WHKS & Company	Contact Name Rick Allender	Phone Number (217) 483-9457	Email rallender@whks.com
Address 3501 Constitution Drive, Suite B	City Springfield	State IL	Zip Code 62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
☒ EXHIBIT B: Project Schedule
☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
☒ EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

☐ _____
☐ _____
☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. 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 US Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
8. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

II. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. 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 LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA 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 LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. 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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 to maintain 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) 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Company	42-0943938	\$29,983.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$29,983.00
Total for all work		\$29,983.00

AGREEMENT SIGNATURES

22/22

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

County

of

Montgomery County

By (Signature & Date)

[Signature] 2/11/25

Local Public Agency

Montgomery County

Local Public Agency Type

County

Clerk

By (Signature & Date)

[Signature] 2-11-25

Title

County Board Chairman

(SEAL)



Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

WHKS & Company

By (Signature & Date)

[Signature] Digitally signed by Scott D. Sanford
Date: 2025.01.17 10:50:09 -06'00'

Title

Vice President

By (Signature & Date)

Cory Chamberlain Digitally signed by Cory Chamberlain
Date: 2025.01.16 07:31:08 -06'00'

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

22123

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	WHKS & Company	Montgomery	15-00138-00-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Supplement to original contract for additional scope of work including mine subsidence redesign and extension of the construction contract due to unforeseen delays.

22124

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	WHKS & Company	Montgomery	15-00138-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Complete final inspection in spring 2025 and closeout project in summer 2025.

IDOT Department Use Only

Received

Location

Date

WMFT Entry

By

Date

The Following fields are for IDOT use only.

22/125

Enter the location received from the drop down.

Enter the date the document was received.

Enter the name of the person entering the information into the WMFT system.

Enter the date the document was received.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	WHKS & Company	Montgomery	15-00138-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes								
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>								
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>								
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>								
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>								
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>								
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>								
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>								
	Project Criteria	Weighting									
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>								
Selection committee (titles) for this project											
<table border="1"> <thead> <tr> <th colspan="2">Top three consultants ranked for this project in order</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </tbody> </table>				Top three consultants ranked for this project in order		1		2		3	
Top three consultants ranked for this project in order											
1											
2											
3											
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>								
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>								
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>								
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>								
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>								
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>								
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>								

22/127

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT
DISTRICT OF
GRISHAM-WALSHVILLE-EAST FORK

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MONTGOMERY COUNTY (COUNTY), and GRISHAM-WALSHVILLE-EAST FORK MULTI-TOWNSHIP ASSESSMENT DISTRICT (DISTRICT), (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the DISTRICT.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the DISTRICT does not have an elected multi-township assessor and has been unable to appoint a certified multi-township assessor, and

Whereas, Section 2-60 of the Code provides that any multi-township district which is unable to elect or appoint such a multi-township assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the DISTRICT or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The DISTRICT shall pay to the general fund of the COUNTY the sum of **\$10,000** on or before Dec. 1st of assessment year

22/128

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the DISTRICT.

4. Duration

The AGREEMENT shall commence on January 1, 2025, and shall continue through December 31, 2025.

5. Amendments

This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

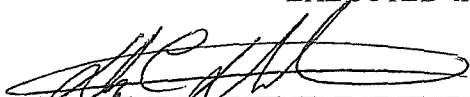
MONTGOMERY COUNTY

EXECUTED this

11th

day of

February 2025



Doug Donaldson, Chair

Kendra Niehaus by 
Kendra Niehaus, CCAO



Sandy Leitheiser, Clerk

GRISHAM-WALSHVILLE-EAST FORK MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this _____ day of _____, _____

Renny L Harbert
Chair

Laura-lee Lusser
Clerk Treasurer



MONTGOMERY COUNTY CREDIT CARD POLICY

County wide Credit Card

Statement of Policy: A County Wide Credit Card program has been designed and implemented to allow for direct purchases. The card should be used to eliminate the need for direct reimbursements when deemed necessary by the respective department head. The Credit Card should not be used if there is an alternate form of purchase (i.e., an invoice can be obtained). All credit card purchases must comply with Montgomery County Travel Policy (**Ordinance 16-41**), Montgomery County Purchasing Policy, as well as with all applicable State and Federal statutes.

I. Requests for Credit Card

1. Department heads may request use of the Credit Card through the County Treasurer's Office by completing the attached Credit Card request form.

II. CARDHOLDER RESPONSIBILITIES:

1. Use the Credit Card with approval of the Finance Committee to ensure there is no overspending the allotted budget. Charges shall not be made to the Credit Card which are not covered by sufficient appropriation in the appropriate County budget or without prior approval by the Finance Committee.
2. An original itemized receipt for the merchandise or services must be obtained for reporting of the expenditure. These documents must be provided immediately after usage.
3. Ensure appropriate accounting for claims via expenditure line items assigned within the County accounting software with receipts attached.

III. Safeguarding the Credit Card and related systems:

The Credit Card must be protected, just as you protect your own credit card. In the event of a misplaced/stolen card, notify the Treasurer's office.

1. Acceptable locations to keep the credit card:
 - a. Cardholder's wallet (when secured on their person)
 - b. Locked desk drawer or safe accessible by the cardholder and department leadership only.
2. The authorized Department Head should never give the card to someone else to make charges.
3. Do not post or write the card number in any place that is easily accessible.
4. To the maximum extent possible, do not photocopy the card or the back of the Credit Card that contains the 3-digit security code and cardholder signature.

IV. AUTHORIZATION FOR CREDIT CARD

A request signed by the Department Head and the Finance Committee will be required by the Treasurer as a precondition to the issuance of a credit card to the Department Head.

The cardholder agreement will be worded as follows:

1. I will not use the Credit Card for personal use, for cash advances, for unauthorized travel and any form of entertainment expense, or for purchase of alcoholic beverages or any substance or material or service which violates County Policy, State Law, or Federal law.
2. I will not use the Credit Card for property leases, gifts or gift cards (*some exceptions apply*).
3. I have read, understand, and have access to Montgomery County Travel Policy (Ord 16-41).
4. I have read, understand, and have access to this Montgomery County Credit Card Policy.
5. I will not allow any person other than the authorized Department Head to use the Credit Card issued.
6. I agree to provide specific information, within the County accounting software, about any transaction when requested.
7. I agree to surrender the card if I am reassigned, relocated, resign, or terminated while the card is in my possession and I agree to remove the card from all vendor websites prior to my departure from my position. The card will be returned to the Treasurer's office immediately after usage is done.
8. I understand that use of the Credit Card in violation of this policy will result in referral to the Finance Committee and possible ninety-day suspension of privileges by the County Treasurer. Card privileges will be restored only after full reimbursement for any inappropriate charges and remediation for the cardholder on violations to this policy.
9. I understand that two violations will result in referral to the Finance Committee and may result in a one-year suspension from Credit Card use by the County Treasurer.
10. I understand that repeated use of the Credit Card in violation of these policies will result in referral to the Finance Committee and revocation of card privileges by the County Treasurer.
11. I understand Montgomery County will be liable for financial commitments made with the card, and I agree to comply with the terms and conditions herein imposed.

Note: The County is responsible for payment of all Credit Card charges and will use all means at its disposal to recover charges made by any individual in violation of County policies. Including, withholding of payroll for payment of inappropriate charges.

IV. PERSONAL CREDIT CARDS

Montgomery County Credit cards are meant to replace the use of a personal credit card for small items. **Therefore, the use of personal credit cards is strongly discouraged for purchases other than those related to official travel.**

To receive reimbursement when a personal credit card has been used to charge for Montgomery County expenditures, the itemized invoice or itemized receipt must be attached to an expense report as described in the Montgomery County Travel Policy (Ord 16-41) and sent through the County accounting software for the employee to be reimbursed.

Reimbursement cannot be made from the credit card statement. Taxes can only be reimbursed for expenses not eligible for tax exemption. The reimbursement must be made to the employee and not to the credit card company.

22131

MONTGOMERY COUNTY
CREDIT CARD REQUEST FORM

DEPARTMENT: _____

DEPARTMENT HEAD: _____

DATE REQUESTED: _____

DATE(S) USED: _____

REASON FOR USE OF CREDIT CARD-PROVIDE INVOICES AND VOUCHERS IF AVAILABLE UPON
REQUEST:

Department Head Signature and Date: _____

Approval Finance Committee Signature and Date: _____

National Agriculture Day Resolution
In support of Montgomery County Agriculture
Resolution 2025- 3

WHEREAS, Illinois is home to more than 71,000 farms, 96% of which are family-owned and a third of which include livestock.

WHEREAS, Montgomery County accounts for 952 of those farms.

WHEREAS, those farm properties account for 379,349 acres.

WHEREAS, agriculture supports 2,024 jobs which accounts for an estimated 16 percent of total jobs in the county.

WHEREAS, agriculture and related industries generate total sales or output estimated at \$446.5 million.

WHEREAS, farm property provides 34.3 percent of taxable value, which provides services to residents.

WHEREAS, Illinois farmers support the food security of our citizens. The international pandemic displayed the importance of American food systems, processing and supply chain weaknesses.

WHEREAS, new livestock development accounts for additional jobs creating additional economic growth within the county.

WHEREAS, farmers are dedicated to caring for their animals in ways that also benefit the land. Using tools and technology to better manage soil nutrients, water runoff and air quality on the farm, farmers are using fewer natural resources and reducing their carbon footprint while producing more food.

WHEREAS, farmland is a finite resource that is vital to agriculture, food production, and the economic well-being of our county.

WHEREAS, farmers in Illinois face multiple layers of regulation involving state and federal agencies providing a comprehensive, robust regulatory program for all farms including those raising livestock.

WHEREAS, data and information from state regulatory agencies demonstrates environmental issues from agriculture are an extremely rare occurrence.

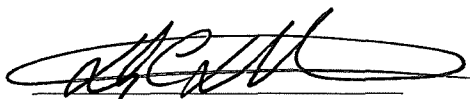
WHEREAS, the county recognizes the value agriculture contributes to our county and that the rural way of life is the backbone of our country. Efforts should be made to accommodate future success of the rural community.

NOW, THEREFORE, the Montgomery County Board acknowledges and supports agriculture within our county. The jobs created, taxes generated, technologies embraced and environmental practices implemented by farmers make agriculture a valuable industry within our county.

LET IT BE RESOLVED, the County of Montgomery elected board and county staff will work to support and promote the development of agriculture for the benefit of our county and all its residents.

ADOPTED by the Montgomery County Board this 11th day of March, 2025.

APPROVED:



Doug Donaldson, Chairman
Montgomery County Board

ATTEST:



Sandy Leitheiser, County Clerk
Montgomery County

All information within the resolution is sourced from the following:

- 2024 Illinois Agriculture Economic Contribution Study
- USDA 2022 Census of Agriculture
- Illinois Department of Revenue

22133

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-1**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

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

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

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.


NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1270 Locations 1-13	Montgomery County	100 %	\$101,500.00
		%	

TOTAL = 100 % \$101,500.00

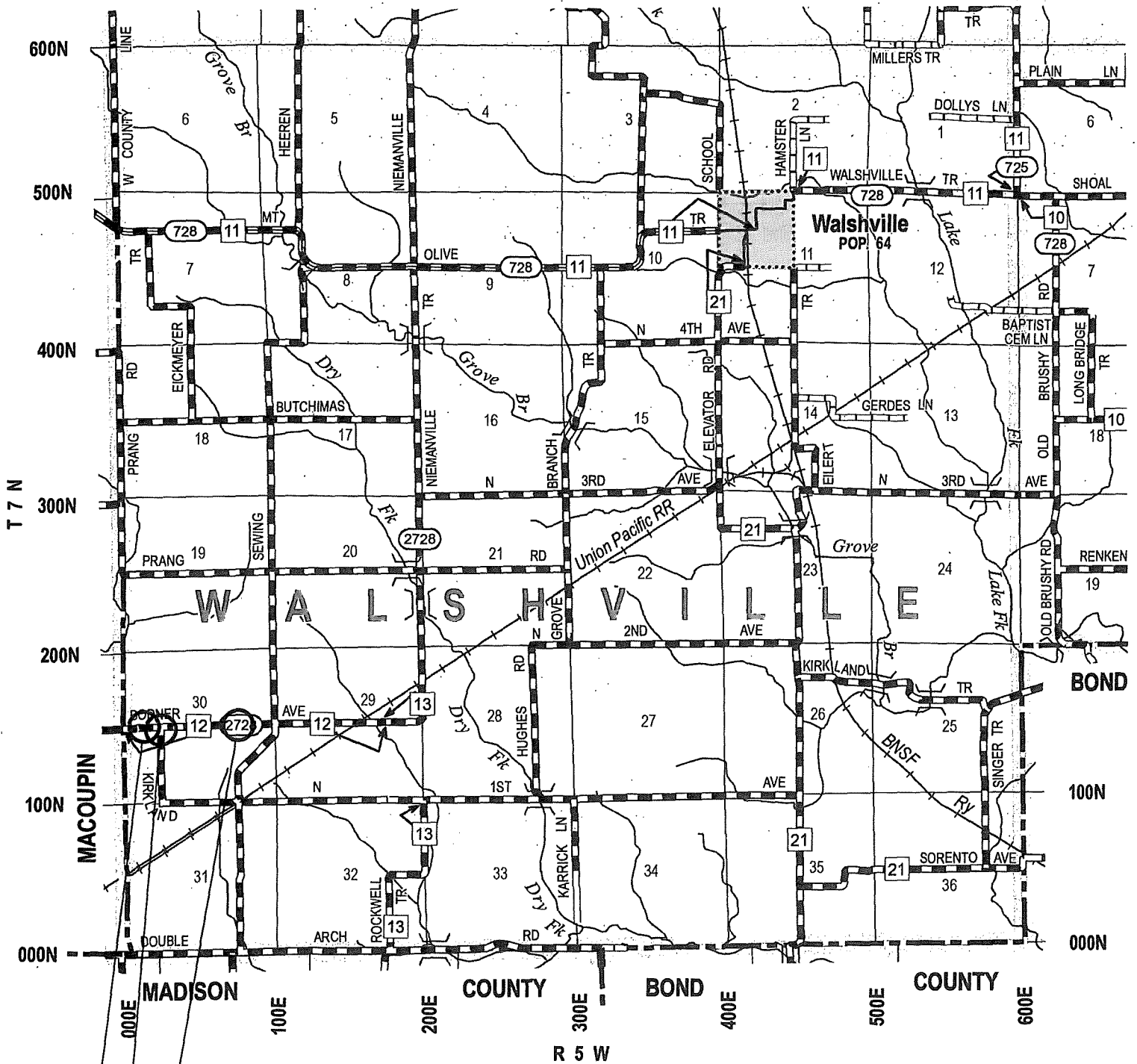
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 11th day of March, 2025.


SANDY LEITHEISER, COUNTY CLERK

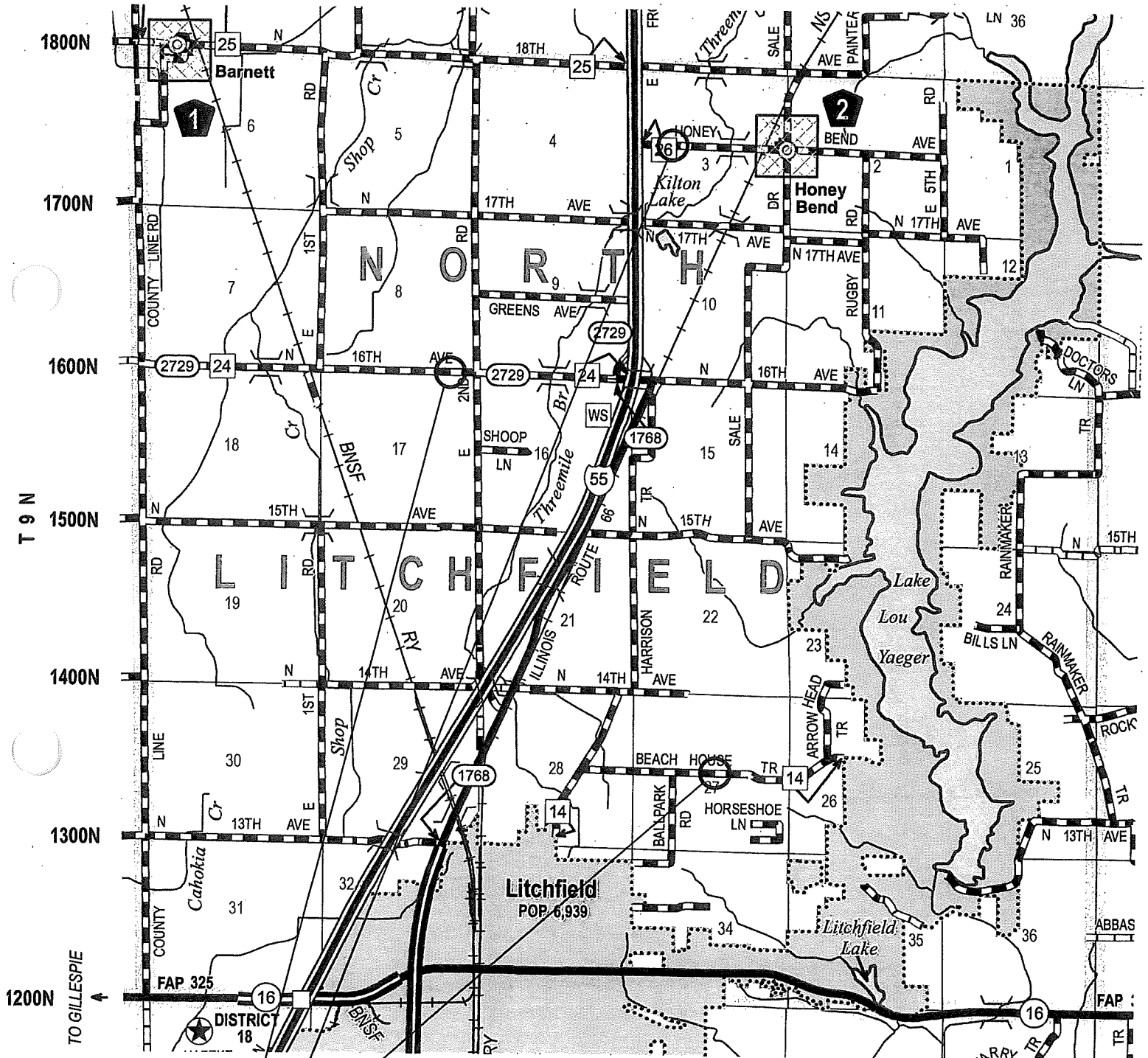
(SEAL)

MCHD Proj. #1270
100% County Culvert Replacement
Locations #1, #2, & #3 - Bodner Ave. - CH 12



MCHD Proj. #1270
100% County Culvert Replacement
Location #4 - N. 16th Ave. - CH 24
Location #5 - Honey Bend Ave. - CH 26
Location #6 - Beach House Tr. - CH 14

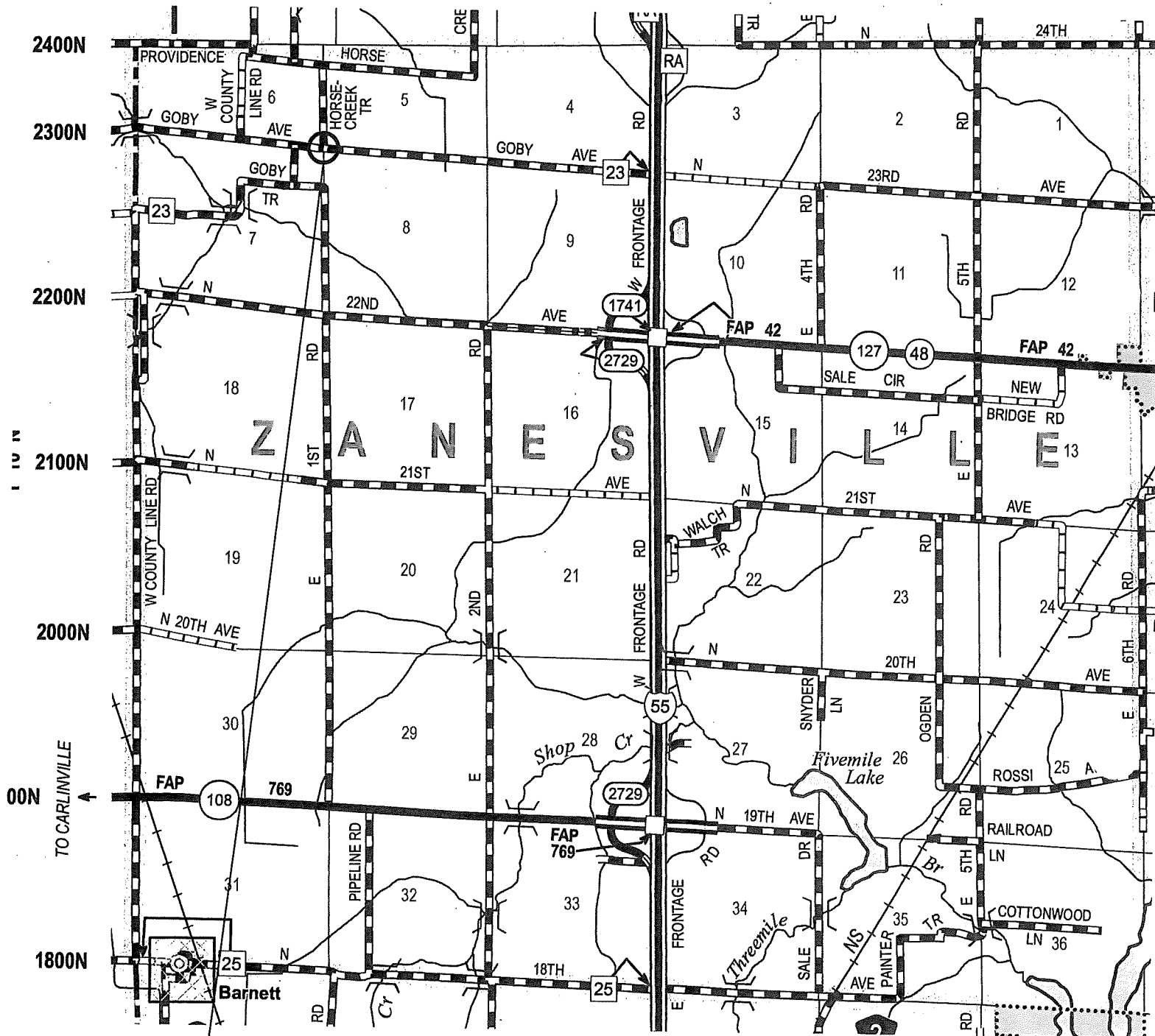
22/135



- Location #6 - Proposed 24"Ø x 45' Polycoated Pipe Culvert
- Location #5 - Proposed 24"Ø x 53' Polycoated Pipe Culvert
- Location #4 - Proposed 24"Ø x 45' Polycoated Pipe Culvert

MCHD Proj. #1270
100% County Culvert Replacement
Location #7 - Goby Ave. - CH 23

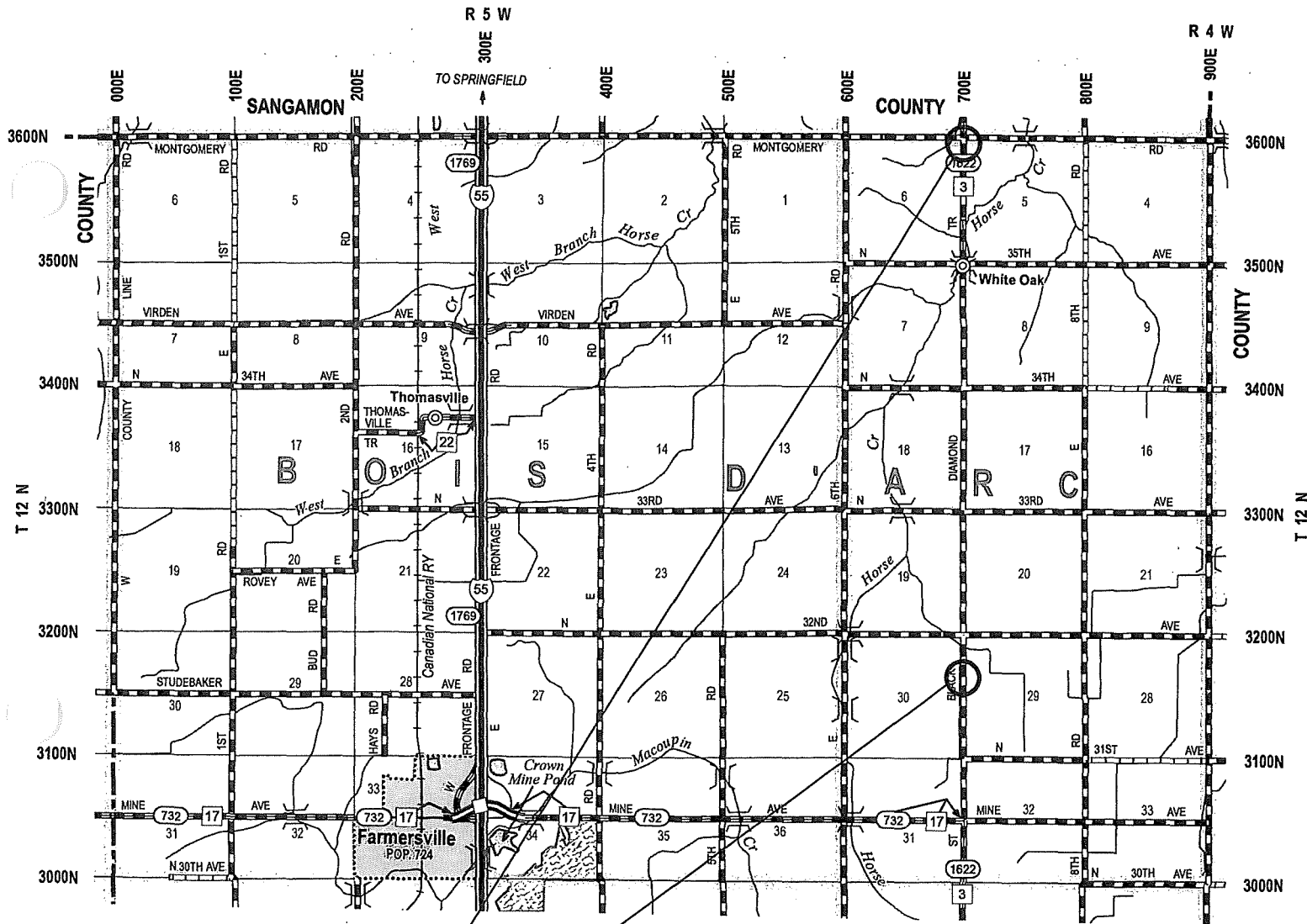
22136



Location #7 - Proposed 18"Ø x 46' Polycoated Pipe Culvert

22137

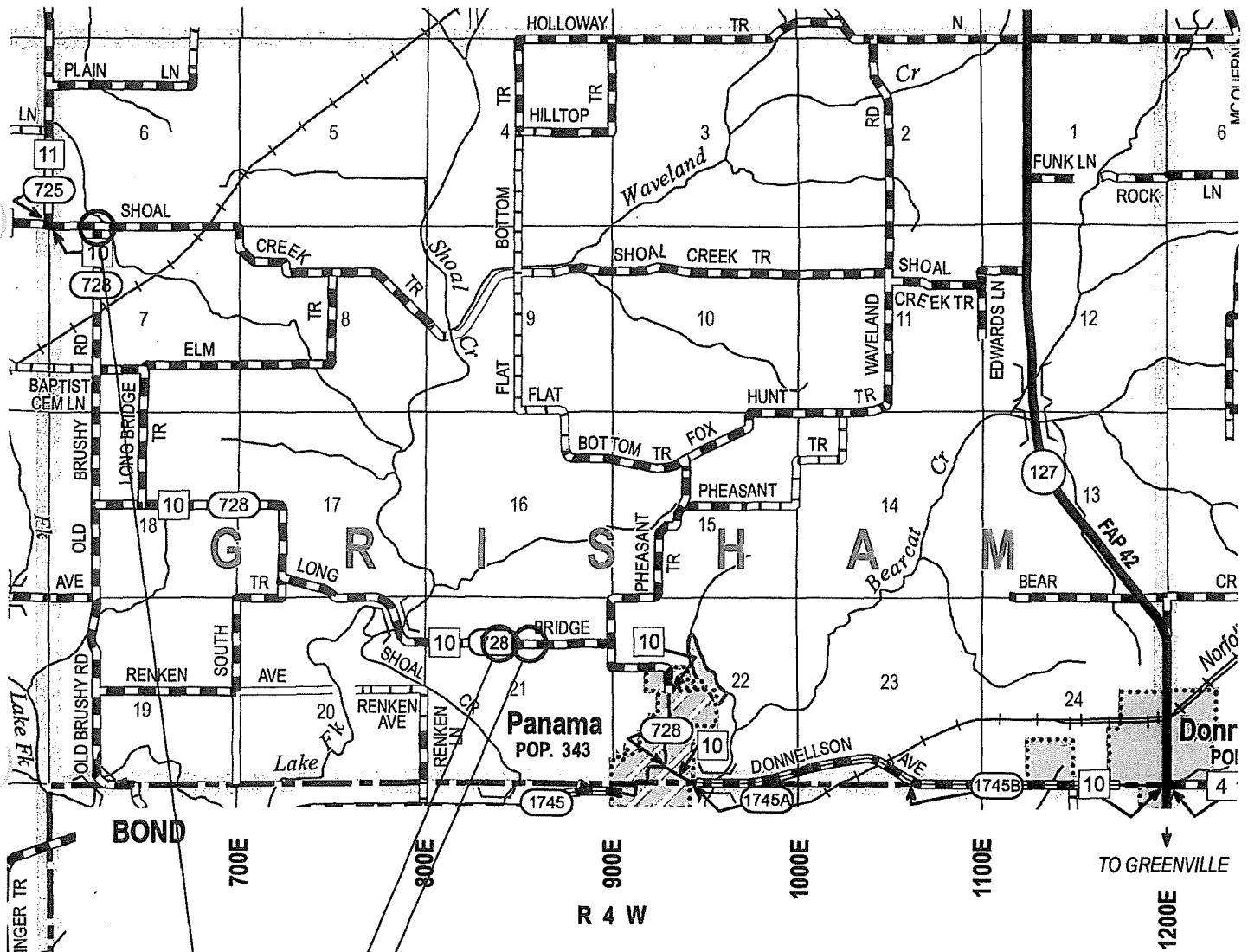
MCHD Proj. #1270
100% County Culvert Replacement
Locations #8 & #9 - Black Diamond Tr. - CH 3



- Location #9 - Proposed 66"Ø x 53' Polycoated Pipe Culvert
- Location #8 - Proposed 15"ERS x 48' Polycoated Pipe Culvert

MCHD Proj. #1270
100% County Culvert Replacement
Locations #11, #12, & #13 - Longbridge Tr. - CH 10

22139



- Location #13 - Proposed 24"Ø x 42' Polycoated Pipe Culvert
- Location #12 - Proposed 18"Ø x 44' Polycoated Pipe Culvert
- Location #11 - Proposed 18"Ø x 38' Polycoated Pipe Culvert

22140

ORDINANCE 2025- 4

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services"* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$25,000.00 shall be made available for the purchase of Data Room UPS for ETSB.

This Ordinance shall be in effect upon passage.

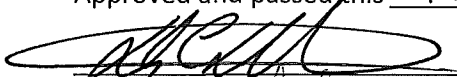
YES: 12

NO: 0

ABSTAIN: 0

ABSENT: 2

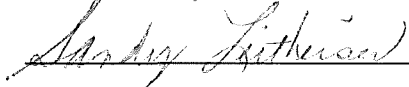
Approved and passed this 11th day of March, 2025.



Doug Donaldson, Chairman, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-07-100-301

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

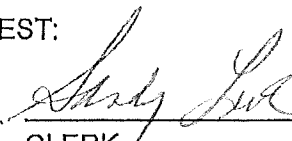
WHEREAS, KEYROCK ENERGY, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 11th day of March, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

22142

2/21/25, 10:03 AM

Beacon - Montgomery County, IL - Parcel Report: 01-07-100-301

Montgomery County, IL

Summary

Parcel ID 01-07-100-301
 Property Address VIRDEN AV
 Township BOIS DARC
 Brief Legal Description W 1/2 & SE NO 9486 219/138 COAL RIGHTS 12-5-544 01-07-1-100-001 S7 T12 R5
 (Note: Not to be used on legal documents)
 Gross Acres 480.00
 Class 7100
 Tax District Code 02008
 Taxing Districts BOIS DARC ROAD DIST
 BOIS DARC TWP
 COUNTY COMMUNITY MENTAL HEALTH
 COUNTY TAX
 GRAND PRAIRIE WEST LIBRARY
 LINCOLN LAND COLLEGE
 MTA BOIS/HARV/PIT/ZANES
 NORTH MAC DIST #34
 VIRDEN FIRE

Owners

Montgomery County Trustee
 1 Courthouse Sq
 Room 101
 Hillsboro IL 62049

2023 Exemptions

Owner Occupied
 Home Improvement Exemption;
 Drainage Exemption;
 Senior Citizen Homestead Exemption;
 Senior Citizen Assessment Freeze Homestead Exemption;
 Fraternal Freeze Exemption;
 Veteran Facility Exemption;
 Disabled Veteran Exemption;

N
 N
 N
 N
 N
 N
 N
 N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

Valuation

	2023
+ Land/Lot	\$0
+ Buildings	\$0
+ Farm Land	\$0
+ Farm Buildings	\$0
= Total	\$0

Tax History

Tax Bill Mail To: MONTGOMERY COUNTY TRUSTEE
 1 COURTHOUSE SQ
 ROOM 101
 Hillsboro IL 62049

Tax Year: 2023
 Tax Rate: 8.43957

Amount
 Installment 1: \$20.26
 Installment 2: \$20.26

Tax Year: 2022
 Tax Rate: 8.50066

Amount
 Installment 1: \$20.40
 Installment 2: \$20.40

For payment information please

DevNet Property Tax Inquiry

View Report

No Map

Only coal rights.

22/143

Resolution In support of National Public Safety Telecommunicators Week

April 13-19, 2025

Resolution 2025-5

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Montgomery County emergency communications center; and,

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas, Public Safety Telecommunicators of the Montgomery County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

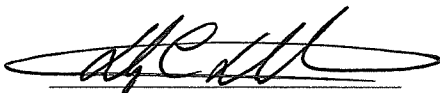
Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Now Therefore Be It Resolved, that the Montgomery County Board declares the week of April 13 through 19, 2025, to be National Public Safety Telecommunicators Week in Montgomery County in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

County

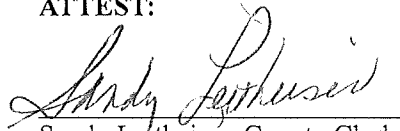
Adopted by the Montgomery County Board this 8th day of April, 2025.

APPROVED:

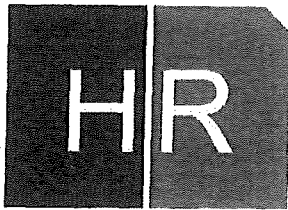


Doug Donaldson, Chairman
Montgomery County Board

ATTEST:



Sandy Leitheiser, County Clerk
Montgomery County



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

March 17, 2025

22144

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Litchfield Solar, LLC – PINs 15-17-200-010 and 15-17-100-004
Carson Power
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Litchfield Solar, LLC – 15-17-200-010 and 15-17-100-004, South of County Road 1000 N on Route 66, Litchfield, IL 62056 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report on our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCH, INC.

Jeremy Connor, P.E.
Vice-President

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049

(t) 217.532.3959
(f) 217.532.3212

JJC:
Enclosure

ACCEPTED BY:

Signature

4/8/25
Date

www.hurst-rosche.com

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.



Screening Agreement

This **Agreement** is between Bushue Human Resources, Inc. d/b/a Bushue Background Screening ("BBS") and Montgomery County, IL ("Client"). The term of this Agreement begins on the date of the last signature below (the "**Effective Date**").

1. Services to be provided by BBS

- 1.1. Upon request and relying upon Client's representations that they have a legitimate purpose for information, BBS will provide background checks, verifications, and other consumer reports to the Client when available. BBS will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S. C. §1681 et seq. ("FCRA") and no other purpose.
- 1.2. Periodically and upon request, BBS will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms that BBS finds helpful in the client meeting its obligations under the FCRA and other applicable laws. These are templates and BBS recommends the Client having their Legal Counsel review prior to using. BBS does not put any kind of warranty on this information. Client acknowledges receipt of the Consumer Financial Protection Bureau Notice of Consumer's Rights and Notice to Users

2. Representations of Client when ordering reports

- 2.1. Client represents that it is an existing organization that requires verification and reports that BBS offers. Client specifically represents that reports will only be obtained for its own one-time use, and it is the end user of the reports. Client will not further distribute, sell, give or trade such information with any third party. Notwithstanding the above, Client may share a report, except credit for joint use as described below. Client will request and use reports for the following permissible purpose only: employment by hire or contract.
- 2.2. Client represents that prior to requesting a report for employment purposes, it will:
 - 2.2.1. Disclose to the individual by providing a clear and conspicuous disclosure advising that a consumer report may be obtained;
 - 2.2.2. Obtain the written consent of the individual allowing the obtaining of the consumer report. Client agrees that submission of an order is a certification that it has obtained the consent of the consumer;
 - 2.2.3. Provide to the individual a summary of the individual's rights required under the ("FCRA") and any applicable state law.
 - 2.2.4. If Client orders investigative consumer reports, in addition to the disclosure requirements identified above, if the consumer makes a written request within a

reasonable amount of time, Client will provide: 1) information about investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and 2) BBS's contact information, including complete address and toll-free number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter. However, if applicant uses BBS's online application process, Client's above certification will be fulfilled by use of this process.

2.2.5. Client further certifies that it will:

- 2.2.5.1. Not utilize any information in violation of any federal or state equal opportunity law or regulation;
 - 2.2.5.2. Not order any criminal record information prior to the time permitted by applicable law, ordinance or regulation commonly referred to as "ban-the-box" restrictions;
 - 2.2.5.3. Provide a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by BBS, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA;
 - 2.2.5.4. Provide after taking adverse action based in whole or in part upon information contained in a report furnished by BBS, the Client shall:
 - 2.2.5.4.1.1. Provide notice of such action to the individual;
 - 2.2.5.4.1.2. Provide the name, address, and telephone number of BBS; and
 - 2.2.5.4.1.3. Inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through BBS and that BBS is unable to provide the individual with the specific reasons why the adverse action was taken by you.
 - 2.2.5.5. Comply with the FCRA and similar state laws, regarding all reports, it will follow the requirements of the Drivers Privacy Protection Act ("DPPA") and the various state laws implementing the DPPA regarding motor vehicle reports.
 - 2.2.5.6. Maintain documentation showing compliance with these certifications for a period of six (6) years or during the employment of the subject, whichever is longer.
- 2.3. Client represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the Client, substantially varies from the address the credit bureau has on file for that consumer. Further, if Client hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.
- 2.3.1. Client seeking credit report information must provide additional information and other forms before BBS can provide credit information to Client.

- 2.3.2. Client understands that the credit bureaus require specific written approval from BBS before the following persons, entities and/or business may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an end-user or decision maker. Credit Bureaus modify this list from time to time. The above listing does not limit the Credit Bureaus' right to modify such lists.
- 2.4. Client may share reports with another entity for joint use. The FCRA permits end users of consumer reports to share the consumer report with another entity if Client and the other entity will use the report for the same transaction and for the same purpose. Examples include: a staffing company sharing a report with its customer with whom the consumer will be placed; a subcontractor sharing reports of its employees with the general contractor or owners of the project on which subcontractor is working. These examples are not exclusive but demonstrate the acceptable "joint use" that is permitted. However, prior to sharing a consumer report, Client on behalf of BBS will determine and verify the identity of the joint user and that such joint user shares the same permissible purpose for use of the consumer report as does Client and the joint user will only use the consumer report for this one transaction with Client. This Agreement is a certification by Client that any joint user is a legitimate business and will use the report for the same permissible purpose Client represents to BBS when ordering the consumer report(s) on the individual consumer or as provided in Section 2 of this Agreement. Client agrees to indemnify and hold BBS harmless from any claims, liability or losses asserting that the joint use was improper in any way, violated the FCRA or otherwise, and additionally, if the joint user used the consumer reports for any reason than as represented by Client to BBS. Such indemnification includes all costs, expenses and reasonable attorney fees incurred by BBS.

3. Compliance with Applicable Law

- 3.1. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of the Client to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, & civil and criminal liability. BBS does not undertake any obligation to advise the Client of its legal obligations.
- 3.2. BBS does not act as legal counsel for the Client. Client is responsible for retaining counsel to advise client regarding proper use of consumer reports, compliance with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq ("DPPA"), and other applicable federal, state, and local laws, and development of an appropriate screening program for Client's use of consumer reports.

- 3.3. Client agrees to promptly execute and return to BBS all documentation required, now or in the future, by any government agency or BBS to permit release of information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this agreement. The failure to return such documentation will result in Client being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.
- 3.4. Client consents to any reasonable request by BBS to audit records of the Client in person or by requesting copies of documents and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client. A failure to cooperate with an audit may result in the immediate termination or suspension of service.
- 3.5. Client understands that obtaining information from foreign countries may involve issues of international and local foreign law. Client will use its best efforts to ensure that its obtaining, use, and storage of such overseas information complies with applicable foreign and international laws and regulations.

4. Fees for Services

- 4.1. BBS will charge a fee for each request made by Client, in accordance with BBS's current fees schedule. BBS reserves the right to change the fees charged to the end-user without notice, although BBS will make a reasonable effort to give notice of such a change before it becomes effective. Applicable sales or other taxes will be added to all fees. Client understands that BBS may incur access charges imposed by courts and other governmental agencies which are passed along to Client in addition to fees. These costs are subject to change without notice.
- 4.2. Payment on all invoices will be due thirty (30) days after billing. For any invoice not paid within thirty (30) days, BBS will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a minimum service charge of \$2. Client agrees to allow BBS to utilize a credit card, without notice, to collect payment for any invoice not paid within thirty (30) days. Client agrees to pay BBS's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.
- 4.3. BBS reserves the right to assess a \$50 fee to the Client in cases of payment returns, including those resulting from insufficient funds or inaccurately completed payment information. This fee, designed to cover administrative costs, is applicable when payments fail due to various reasons.

5. Confidentiality of Information

- 5.1. Information provided by BBS to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall ensure that such employees shall not attempt to obtain any consumer reports on themselves, family, friends, or associates except in the exercise of their official duties. Client shall supply to BBS the name and phone number of the contact person or persons with whom BBS may discuss the contents of reports furnished to Client. At the time that

Client disposes of any report received it shall cause such to be destroyed by cross shredding, burning, or electronic destruction as required by regulations issued by the Federal Trade Commission which results in the material being unreadable.

- 5.2. Client acknowledges that it will receive personal identifying information on the subjects of the reports it receives. Client shall maintain reasonable procedures to protect the information from unauthorized internal or external access. Within thirty (30) days of the execution of this Agreement, Client will outline its protections regarding the receipt, usage, and storage of this information. Client shall, upon request, advise BBS of the status of Client's security measures. If Client experiences a breach of security regarding this information or discontinues any security measure, Client shall notify BBS within 24 business hours of the breach or discontinuance. Within seven (7) business days of such an event, Client shall advise us what steps have been taken to protect the information from the reoccurrence of the breach or to restore protection of the information.

6. Waiver and Release

- 6.1. Client acknowledges that BBS relies totally on the information furnished by others. BBS also relies on the information contained in the records of various governmental agencies for other reports. BBS is not responsible for inaccurate or false information received from others and sent to Client. Client agrees to assert no claim and waives liability against BBS for any inaccurate or false information included in any report unless BBS had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.
- 6.2. Client agrees to hold BBS harmless and will indemnify BBS from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. BBS agrees to hold Client harmless for all claims and losses arising from BBS's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.
- 6.3. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement, and the indemnifying party must approve such settlement. Such approval shall not be unreasonably withheld. The indemnifying party can also disapprove of such settlement on the basis that the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify, but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim.

7. Misuse of Information

- 7.1. The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment of up to two (2) years and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. However, such punishments are subject to change as the FCRA is amended. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or redisclosure of personal information contained in state motor vehicle records. A violation of the DPPA may also result in criminal penalties. 18 U.S.C. § 2733(a). If a Client or one of its employees misrepresents to BBS the reason for a report or requests a report for an impermissible purpose, BBS

may terminate service without notice in addition to other remedies available to BBS. Client understands that its misuse of or improper request for information may have a direct impact upon BBS and may cause it to be unable to obtain information for any of its Clients resulting in substantial damages for which Client would be liable.

8. Non-Disclosure

8.1. Neither party shall, during the term of this Agreement, and any extension thereof and for reasonable time thereafter disclose to another or use, unless authorized by the disclosing party, any of the disclosing party's "Confidential Information". The purpose of this section, "Confidential Information" shall mean all the party's prospect list, Client information, any customer records/information, employee list, financial data, business plans, business strategies, proprietary software, and any other information of a party disclosed by one party to the other. Notwithstanding anything to the contrary contained in this Agreement, the receiving party shall not be precluded from: 1) the use or disclosure of any Confidential Information which is currently known generally to the public or which subsequently has come into the public domain, other than by way of disclosure in violation of this Agreement; 2) the use or disclosure of any Confidential Information that becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to have a legal obligation prohibiting the disclosure of such information; or 3) the use or disclosure of any Confidential Information that was developed independently by the receiving party, or 4) the disclosure of the Confidential Information is required by law or legal process.

9. Termination of Agreement

- 9.1. The initial term of this agreement shall commence on the Effective Date and shall continue for a period of (3) three years, provided however that all services can be performed during this time. The terms of this agreement shall thereafter be automatically renewed for successive three (3)-year terms, unless terminated by either party by giving written notice of termination at least sixty (60) days in advance of the renewal date.
- 9.2. BBS may terminate this agreement by providing a sixty (60) day written notice but upon the occurrence of the following events, BBS may, immediately and without notice terminate or suspend this Service Agreement:
- 9.2.1. Default in payment of charges for BBS services;
 - 9.2.2. Misuse of information contained in a BBS report;
 - 9.2.3. Improper request for information;
 - 9.2.4. Failure of Client to comply with or assist BBS in complying with the FCRA or any other applicable law;
 - 9.2.5. A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Client;
 - 9.2.6. Unauthorized release of information in a consumer report to a third party or the reselling of any report.
- 9.3. During the term of this Agreement, BBS will be the exclusive provider to the Client of employment screening, except for services not provided herein.

10. Notice of Change in Client's Business

- 10.1. Client shall immediately notify BBS of any of the following events: 1) change in ownership of the Client (over 50%); 2) a merger, change in name, or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

11. Miscellaneous Provisions

- 11.1. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations, and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.
- 11.2. All communications and notices to be given under this Agreement will be made to the addresses, street, email, and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.
- 11.3. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and BBS and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.
- 11.4. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Illinois by BBS. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Illinois, without reference to its conflict of laws.
- 11.5. BBS may make changes to the software or methods used to provide service to Client and Client must make any necessary changes to maintain working connection to the service at Client's sole cost.

12. Force Majeure

- 12.1. Neither party is responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, strikes, disruptions in communications, or acts of God.

13. Indemnification: Limitation of Liability

- 13.1. Client agrees that any and all loss, liability, demand, suit, expense, or cause of action arising out of BBS's acts or omissions during the performance of the services identified herein shall be limited to a sum equal to the amount paid by Client to BBS in connection herewith. Except for the indemnification obligations found herein, damages of any kind payable by BBS shall not exceed the sum paid by Client for the offerings for the previous twelve (12) months. BBS shall not be responsible for any fees, penalties, or fines Client receives from the Federal State, or local governmental entities.

22153

14. Counterparts and Electronic Signatures.

14.1. This Agreement may be executed in counterparts and by electronic means (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) execution, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

BUSHUE HUMAN RESOURCES, INC. d/b/a BUSHUE BACKGROUND SCREENING

Agreement Pre-Authorization BH

Client Full Legal Organization Name: Montgomery County, IL

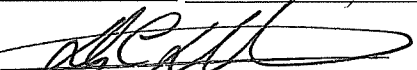
Business Address: Street 1 Courthouse Square

City Hillsboro State IL Zip Code: 62049

Signer's Name (Printed): Doug Donaldson

Signer's Email Address: ebadmin@montgomerycounty

Signer's Phone Number: (217) 532-9588

Signature: 

BBS Signature: _____

Address: P.O. Box 89
Effingham, IL. 62401

By: Travis Bushue, President

22154

Proposed Pricing

(See footnotes on the following page for terms and conditions)

BBS Basic

\$50.00

- Social Security Trace (SST)
- Residential History Check (RHC)
- County Criminal (7 years, based upon RHC)
- Nationwide Criminal Database Check (NatCrim)
- National Sex Offender Database Check (SOR)
- 50-State Sex Offender Registry Check (SOR)
- Violent Offender Youth Database Check (VOR)
- BBS IL Statewide Criminal Check (BBSIL)

Motor Vehicle Report (MVR)

\$5.00 (plus state fee)

Federal Motor Carrier Safety Administration (FMCSA)

Clearinghouse Check

\$5.00 (plus federal fee)

Footnotes:

- Fees levied by Federal, State, County, and other governmental agencies for searches undertaken will be passed through to Subscriber in addition to the fees charged by Bushue Background Screening. Such fees include case copies associated with records found. Additional criminal searches including counties added by Subscriber outside of those found by the social trace, including aliases and maiden names will be billed at a la Carte rates.
- Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment. The fees charged directly by institutions/employers or by third parties will be passed through to Subscriber in addition to the fees charged by Bushue Background Screening.
- Certain states levy fees for motor vehicle records, which will be passed through to Subscriber in addition to the fees charged by Bushue Background Screening. Pennsylvania & New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone, email or fax, such that Bushue Background Screening must submit requests in writing. Bushue Background Screening will consolidate all shipments to decrease surcharge costs when possible.
- Charges incurred for using Third Party or Out of Network Collection Facilities, One-to-One Setups, Emergency Services, and Unclaimed Drug Tests will be passed through to subscriber in addition to the fees charged by Bushue Background Screening.
- If any element of the search in any package involves more than one country, the additional country/countries will be charged in accordance with International Schedule of Fees. International criminal search pricing is based on current vendor availability and cost and is subject to change without notice.
- Fees levied for any other products including but not limited to worker compensation, sex offender, or credit searches will be passed through to Subscriber in addition to the fees charged by Bushue Background Screening.
- All records generated by this product are "possible records" and are not confirmed to be the records of the applicable Applicant. To ensure that records returned by this Directory are accurate, current and complete, Subscriber must verify each record at the applicable source courthouse. If requested by Subscriber, Bushue Background Screening will perform follow-up records searches at the applicable source courthouse(s), and all such follow-up searches will be billed to Subscriber at the applicable a la carte rate.
- A "cash discount" has been applied to your Company's pricing. Paying with a credit or debit card may result in a loss of this discount and may add additional charges to the previously stated "schedule of fees."
- If utilizing electronic applicant signature, the cost per candidate increases by \$2.00.
- Pricing may be established based on volume levels and/or total use of BBS/BHR services. As volume levels and client relationships change (i.e., BHR Retainer Client), Bushue Background Screening reserves the right to adjust pricing accordingly.

22156

Company Contact Information

Online System User(s)

User Access

Primary User – Person initiating orders, viewing results, etc.

Name: _____

View invoices _____

Email Address: _____

Enter Orders _____

Phone Number: _____ Ext: _____

View Reports _____

Secondary User

Do you wish to add another User to the online system? Yes No

Name: _____

View invoices _____

Email Address: _____

Enter Orders _____

Phone Number: _____ Ext: _____

View Reports _____

Billing Contact – This person will receive invoice notifications

Billing Contact: Same as Primary Same as Secondary Other

Name: _____

View invoices _____

Email Address: _____

Enter Orders _____

Phone Number: _____ Ext: _____

View Reports _____

*This section is for Illinois Schools Only. Are you an Illinois-based school?

Yes

No

School Fingerprint ORI Number:

School Bus Fingerprint ORI Number:

Your District's Designated EHR Contact Person (the contact information for previous employees to use when sending you a Faith's Law EHR request):

Name:

Email Address:

22157

ACH Authorization (OPTIONAL)

If your organization is interested in paying via ACH, you may contact Vanessa Smith via telephone at (217) 342-3046 or email to vanessa@bushuehr.com to advise who the main point of contact will be at your organization regarding Accounts Payable. Upon receipt of this information, Vanessa will provide the necessary financial information to you.

I would like to receive more information about making monthly payments via ACH:

Yes

No

Contact Person: _____

Contact Phone Number: _____

Contract Email Address: _____

*If you chose to not sign up for ACH payments, please remit monthly payment to:

Bushue Background Screening
P.O. Box 89
Effingham, IL. 62401

Please note: BBS does not accept credit cards for monthly payments, however, it is company policy to keep a card on file.

Credit Card Authorization

PLEASE PRINT LEGIBLY				
Card Holder Name (as written on the card):		Company/Organization Name:		
Credit Card Type Master Card Visa American Exp. Discover	Credit Card Number:		Expiration Date:	Security Code (CVV):
Billing Address Associated with Card:	Street Address:	City:	State:	Zip:
Phone Number:		Email Address:		
SIGNATURE AND DATE				
Signature (this can be electronically typed):			Date:	

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-02**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1272 Crabtree Trail	South Litchfield Road District	50 %	\$30,000.00
	Montgomery County	50 %	\$30,000.00
TOTAL =		100 %	\$ 60,000.00

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

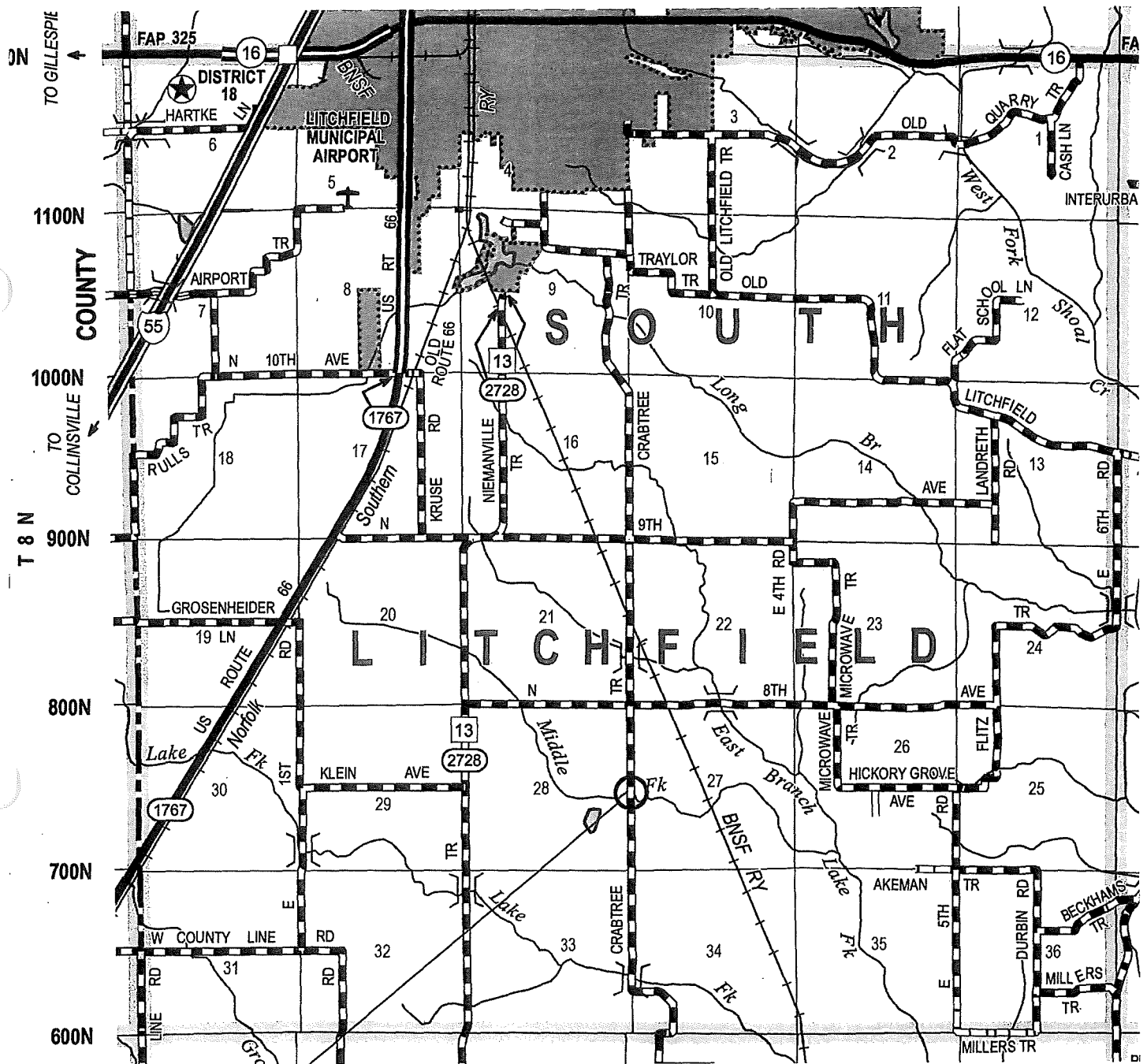
Approved and adopted by the Montgomery County Board this 8th day of April, 2025.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

22159

MCHD Proj. #1272
50/50 Culvert Replacement
South Litchfield Township



Proposed 120" ERS x 60' Polyoated Pipe Culvert

22260

RESOLUTION NO. 2025-6

**A RESOLUTION TO OPPOSE TOWNSHIP CONSOLIDATION INTO COUNTY GOVERNMENT
Montgomery County, Illinois**

WHEREAS, SB2504, SB2217 and HB2515 introduced by the 104th Illinois General Assembly in March 2025 is asking for the consolidation of township government; and

WHEREAS, the board in the County of Montgomery is opposed to these initiatives and recognizes that townships in Illinois provide many services outside of the three statutory obligations of road and bridge maintenance, property assessment, and general assistance; and

WHEREAS, the Montgomery County Board recognizes the following:

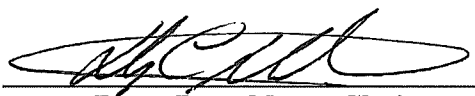
- The legislation does not consider that over 72,000 miles of roads are maintained by road districts Illinois and approximately 12,000 bridges; and
- That current state law exists that allows a township to consolidate if the initiative is brought with voter approval; and
- Past attempts like those provided for in this legislation have failed in Illinois; and
- The research has proven that such attempts result in increased costs overall for local government; and
- Township Government has the lowest debt and expense per capita in local government and taxpayers; and

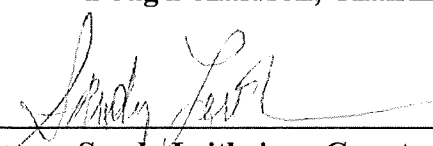
WHEREAS, County of Montgomery will not support any statewide effort of township consolidation without valid cost impact analysis and proof that the level of services provided will remain.

NOW, THEREFORE, BE IT RESOLVED the Montgomery County Board stands in opposition to any legislative effort that would eliminate community-based services that are important to the public through consolidation or elimination of township government.

PASSED THIS 8th day of April 2025 by then Montgomery County Board duly assembled at the Historic Courthouse in Montgomery County, Illinois.

AYES: 11 **NAYS:** 0 **PRESENT:** 11 **ABSTAIN/ABSENT:** 3

SIGNED: 
Doug Donaldson, Chairman

ATTEST: 
Sandy Leitheiser, County Clerk

22161

I ILLINOIS

Extension

COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

AGREEMENT

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

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

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

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

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

1. For and during the period of twelve months beginning with July 1, 2025, and ending with June 30, 2026, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$ 157,000, to be paid by Grantor to University in Quarterly, Monthly, X Annual payments of \$ 157,000. All payments to be completed by June 30, 2026.

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

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

22162

ILLINOIS

Extension

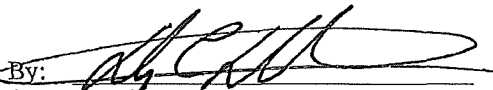
COLLEGE OF AGRICULTURAL, CONSUMER
& ENVIRONMENTAL SCIENCES

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

Dated this 8th day of April, 2025

GRANTOR

(Name of Organization)
(Address of Organization)

By: 
(Authorized Signature)

Date

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

Regional Director
University of Illinois Extension

Date

Director or Designee
University of Illinois Extension

Date

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

01/14/2025:hc

ILLINOIS CORONERS & MEDICAL EXAMINERS ASSOCIATION

Mutual Aid Agreement

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form mutual aid alliances and pacts through the Illinois Coroners and Medical Examiners Association to provide for the coordination of planning, development of model procedures and guidelines, training, assets and resources, personnel augmentation and other necessary functions to further the provision of protection of life and property and provide for fatality management during an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Coroners and Medical Examiners Association, and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or personnel of a county coroner or medical examiner. Each coroner or medical examiner who signs a copy of this Agreement has and does express its intent to aid and assist the other participating coroners or medical examiners during an emergency by assigning some of their resources, equipment and/or personnel to the affected coroner/medical examiner as circumstances permit and in

accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency, effect prompt and efficient investigation, identification, and disposition of fatalities during such an emergency, and promote the general health and welfare of the populace by enabling other coroners and medical examiners to provide additional resources, equipment and/or personnel as needed.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Coroners and Medical Examiners Mutual Aid System" hereinafter referred to as "IC&MEMAS": A definite and prearranged plan whereby response and assistance is provided to an Affected/Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IC&MEMAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government whose duties expressed by a matter of law or ordinance provide for the investigation of death occurring under violent, unusual or suspicious circumstances, and generally referred to as a coroner, medical examiner, or sheriff-coroner or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IC&MEMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IC&MEMAS;
- C. "Affected/Stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency (IEMA) or through the Illinois Coroners and Medical Examiners Association under the IC&MEMAS plan,
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an Affected/Stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected/Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;
- F. "Illinois Coroners and Medical Examiners Association Regions": the geographically associated Member Units of unit of which have been grouped for operational efficiency and representation of those Member Units;
- G. "Training": the regular scheduled practice of emergency procedures during non-emergency drills/exercises/ and classroom education to implement the necessary joint operations of IC&MEMAS

SECTION THREE**Agreement to Effectuate the Mutual Aid Plan**

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken coroner/medical examiner with such personnel, equipment, facilities, or services as is, in the opinion of the aiding coroner/medical examiner, available for deployment. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate service of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken coroner/medical examiner, to request assistance from an aiding coroner/medical examiner, he is hereby authorized to do so, under the terms of this mutual aid agreement.

The senior officer present of the aiding coroner/medical examiner is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken coroner/medical examiner.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken coroner/medical examiner.

At the emergency site, the most senior officer of the stricken coroner/medical examiner who is present shall assume full responsibility and authority for coroner/medical examiner operations at the scene. Uniform incident command and incident management structures shall be put in to place. Coroner and medical examiner personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without charge to the coroner/medical examiner rendering aid; however any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

22/66

Each participating coroner/medical examiner shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The Illinois Coroners and Medical Examiners Association, through its Executive Board and committee structure will establish and maintain an operational plan and guidelines for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

SECTION FOUR

Adoption

This mutual aid agreement shall be in full force and in effect when approved and executed by a representative of a participating coroner or medical examiner who has the legal authority to sign and enter into this Agreement on behalf of that coroner or medical examiner office.

SECTION FIVE

Termination

Any participating coroner/medical examiner may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE ILLINOIS CORONERS AND MEDICAL EXAMINERS ASSOCIATION

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the _____ County Coroner wishes to prepare for potential emergencies which may require that they provide aid and assistance to other county coroner's or that the _____ County Coroner may request aid and assistance from other county coroner's; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the county coroner's of this state by and through the Illinois Coroners and Medical Examiners Association;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of _____ County Illinois, that the County Board Chairman and County Coroner be authorized to enter into this intergovernmental agreement that authorizes _____ County Coroner's participation in the Illinois Coroners and Medical Examiners mutual aid agreement effective upon the approval of this resolution

Adopted this ____ day of _____, 2012.

County Board Chairman

Attest:

County Clerk

Respectfully submitted,

Public Safety Committee

22168

SECTION 6

Signatory Page

This signatory certifies that this mutual aid agreement, for the Illinois Coroners and Medical Examiners Association (ICMEA), has been adopted and approved, if necessary, by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Montgomery County Government
Political Entity or Agency

[Signature]
Chairman, President or other Chief
Executive Officer (if applicable)

4/8/2025
Date

Attest [Signature]
County Clerk
Title

4/8/2025
Date

Coroner/Medical Examiner/Agency Head

Title

Date

For Illinois Coroners & Medical Examiners Assoc.

Date

22769

STATE OF ILLINOIS
COUNTY OF MONTGOMERY

RESOLUTION AUTHORIZING THE IMPOSITION OF A FEE TO BE IMPOSED ON THE SALE OF DELINQUENT
MOBILE HOME TAXES TO BE USED FOR PAYMENT OF PENALTY AND INTEREST

RESOLUTION NO. 2025- 7

WHEREAS, the County Collector annually conducts an auction of mobile home taxes which remain delinquent after prescribed deadlines; and the Illinois Mobile Home Local Services Tax Enforcement Act authorizes the purchasers of delinquent taxes to obtain a refund of purchase price, plus interest, from the County Collector when certain circumstances arise; and the incidents of these types of refunds, which occur upon the entry of a court order declaring the sale to be "in error" are becoming more and more frequent; and

WHEREAS, the Illinois Mobile Home Local Services Tax Enforcement Act authorizes the imposition of a fee to be imposed upon each person who purchases property at a delinquent tax sale and which can only be used to pay interest and costs to tax purchasers who have had their sales "declared in error" by the Circuit Court; and

WHEREAS; 35 ILCS 516/275 permits a County Board to impose such a fee in the amount of up to \$10.00 upon each purchase.

NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board, and pursuant to the authority provided at 35 ILC 516/275 that the \$10.00 fee shall be imposed and collected by the Montgomery County Collector on each mobile home sold at the annual delinquent tax sale, which monies shall be deposited into a special fund to be held by the County Treasurer, as Trustee of the fund, and which may be held to pay interest and costs by the County Treasurer in the event of a court order declaring any sale of delinquent taxes to be "in error".

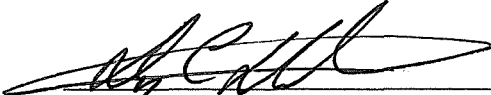
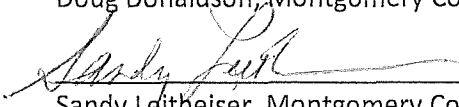
The County Treasurer shall have the powers and obligations imposed pursuant to statute.

Any monies accumulated in the fund by the County Treasurer in excess of \$100,000 shall annually be paid over to the general fund for the county.

Approved by the County Board of Montgomery County, Illinois this 8th day of April, 2025.

11 Yeas

0 Nays


Doug Donaldson, Montgomery County Board Chairman

Sandy Leitheiser, Montgomery County Clerk



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

PITMAN TOWNSHIP

PERMANENT PARCEL NUMBER: 03-04-300-302

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.


WHEREAS, Keyrock Energy, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 8th day of April, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

PITMAN TOWNSHIP

PERMANENT PARCEL NUMBER: 03-02-100-302

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Keyrock Energy, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

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ADOPTED this 8th day of April 2025

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-35-100-301

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

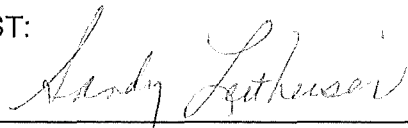
WHEREAS, Keyrock Energy, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 8th day of April, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-26-100-301

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Keyrock Energy, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 8th day of April, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-27-100-301

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

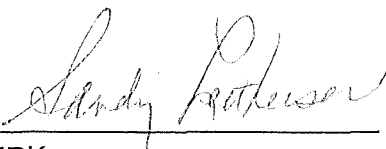
WHEREAS, Keyrock Energy, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 8th day of April, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid pursuant to 35 ILCS 200/21-90, and

AND WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

E PT SE SW LANDS CORP LIMITS WITT 9-2-600 S6 T09 R2

PERMANENT PARCEL NUMBER: 13-06-179-001 sold on October 25, 2021

Commonly known as: 236 N. MAIN ST.

and it appearing to the Finance Committee that the redemption/reconveyance party, Jan Richardson, has defaulted a time payment contract.

Of the total amount due of \$7,206.16, the redemption/reconveyance party has only paid \$1,326.00. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

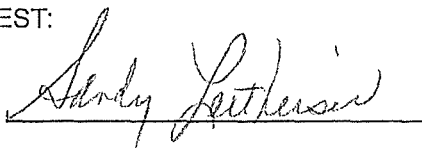
WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$0.00 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, \$418.42 is to be paid to the Agent for his services under his contract and the balance, \$907.58, shall be paid to the Treasurer of Montgomery County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 8th day of April, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

22/276

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made this 13th day of May 2025, by and between the North Litchfield Township (located in the State of Illinois and hereinafter referred to as: "NLT") and the County of Montgomery, Illinois (hereinafter referred to as: "Montgomery.")

WHEREAS, Montgomery and NLT recognize a need for a laptop computer, software licenses, and secure virtual private network (VPN) connection to the Montgomery computer network for the purpose of assisting the NLT township assessor with fulfilling his responsibilities pursuant to Illinois State Statute (35 ILCS 200/9-230); and

WHEREAS, Montgomery and NLT agree that the use of this technology will result in efficiencies during the assessment portion of the tax cycle process and

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


1. NLT will provide their own computer and peripherals.
2. Montgomery will also provide a VPN connection to the Montgomery computer network so that the NLT can access the DevNet system at no additional cost.
3. The NLT shall pay all expenses. Such expenses include but are not limited to, hardware parts, accessories, replacement costs, software licenses and maintenance, internet service, antivirus licenses, and maintenance, etc.
4. As identified in Illinois State Statute (35 ILCS 200/9-230), all Township Assessor work must be completed and turned in to the Chief County Assessment Office (CCAO) by the June 15th deadline each year. Work that is not completed by this annual deadline will be completed by the CCAO, and the total County costs for completing the work shall be billed to the MTAD.
5. The NLT is responsible for providing Internet service for its assessor to connect remotely to the DevNet software on the Montgomery computer network.
6. NLT is responsible for maintaining the security of the computer used to access the Montgomery VPN. In the event of a Data Breach including loss of the laptop or Data Incident, NLT shall (i) notify Montgomery of a Data Breach as soon as practicable, but no later than 24 hours after NLT becomes aware of the Data Breach and (ii) notify Montgomery of a Data Incident promptly after NLT determines that the Data Incident did not rise to the level of a Data Breach. Immediately following the NLT's notification to Montgomery of a Data Breach, Service NLT and Montgomery shall coordinate to investigate the Data Breach.

22/177

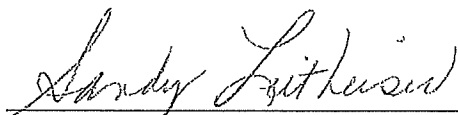
NLT shall bear all costs and expenses of the investigation and reporting of Data Breach and shall cooperate Montgomery's personnel, including any insurance carriers to which Montgomery reports the incident, fully, including, without limitation, by providing access to Montgomery and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials requested3

7. Upon NLT ceasing to use said computer for access to Montgomery County VPN, they shall provide the computer to Montgomery County so that all licenses and VPN's can be removed. Upon removal of all access to Montgomery County's network, Montgomery County will return the computer to NLT.

WITNESSETH:



Montgomery County Board Chairman

Attest: 

Montgomery County Board Clerk

North Litchfield Township Supervisor

MONTGOMERY AND MONROE COUNTY
Intergovernmental Agreement

22178

I. PURPOSE:

In order to combat the multi-jurisdictional money laundering, illegal trafficking of narcotics, controlled substances and dangerous drugs, the undersigned Law Enforcement Agencies; hereby, agree to pool and integrate law enforcement resources into the Monroe County and Montgomery County Drug Enforcement Group (hereafter, referred to as MONMODEG) to coordinate the enforcement of drug laws without regards to jurisdictional boundaries and to cooperate with State and Federal Enforcement Groups.

II. AUTHORITY:

This agreement is entered into by the undersigned pursuant to the provisions of Article VII, Section 10, 1970 Constitution of the State of Illinois; the Intergovernmental Cooperation Act, Illinois Revised Statutes, Chapter 127, Section 743 (1990); and the Intergovernmental Drug Law Enforcement Act, Illinois Revised Statutes, Chapter 562, Section 1701 (1977) (P.A. 80-167, effective July 1, 1977)

III. ORGANIZATION:

The undersigned agree that effective use of its personnel, in the enforcement of drug laws and money laundering, requires that a Policy Board shall be established. The MONMODEG Policy Board shall be composed of an elected Sheriff from the participating agencies or his designee. The Policy Board shall supervise and oversee the operations of MONMODEG. Consonant with the expressed legislative intent in the Intergovernmental Drug Law Enforcement Act, the Policy Board shall determine that MONMODEG operations are limited exclusively to enforcement of drug laws of this State and the United States.

IV. OPERATIONS:

- A. Each participating agency shall contribute to MONMODEG personnel, equipment or cash as directed by the Policy Board.
- B. It is expressly understood by and between the parties that the policy power of each member of MONMODEG is extended to all officers of MONMODEG operating pursuant to the terms of this agreement as provided for in the Illinois Revised Statutes, Chapter 127, Section 743.
- C. In the event seizures of material goods or currency are conducted as the result of the enforcement of the drugs laws herein contemplated, proceeds from any such seizures shall be divided evenly amongst the participating agencies.
- D. Each participating agency understands and agrees that, from time to time, certain costs associated with the seizures outlined in paragraph C above may require the

MONTGOMERY AND MONROE COUNTY

Intergovernmental Agreement

22/79

participating agencies to incur costs above those anticipated in the normal operations of such enforcement. Such costs, may include, but are not necessarily limited to damage to equipment of the local agency and overtime associated with court appearances to finalize such seizures. The Policy Board may outline additional instances related to reimbursement of costs prior to the dividing of proceeds from seizures.

V. FISCAL YEAR:

The fiscal year of MONMODEG shall commence on July 1st and terminate on June 30th of each year.

VI. AMENDMENT:

This agreement may be amended at any time by written agreement of the Sheriff of Monroe County and Montgomery County.

VII. CANCELLATION

This agreement may be canceled at any time by written agreement of the Sheriff of Monroe County and Montgomery County.

VIII. EFFECTIVE DATE:

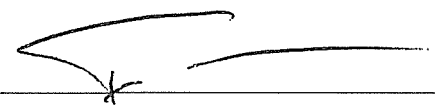
This agreement shall become effective when subscribed by each of the Sheriffs of Monroe and Montgomery County.

IX. INSURANCE:

MONMODEG shall not be responsible for the carrying of liability insurance for the operations of and enforcement of drug laws pursuant to this agreement. Such liability insurance shall be the sole responsibility of the departments assigning personnel to MONMODEG as such personnel will remain the employee of the assigning agency.


SIGNATORIES

Monroe County Sheriff



Montgomery County Sheriff

Monroe County Board Chairman



Montgomery County Board Chairman

**A RESOLUTION TO OPPOSE DEER RUN MINE PERMIT NO. 424 REVISION NO. 1
Montgomery County, Illinois**

WHEREAS, the Illinois Department of Natural Resources (IDNR) Office of Mines and Minerals is in possession of Deer Run Mine Permit No. 424 Significant Revision No. 1 request by the mine to increase the height of the impoundment structure from 65 feet to 100 feet; and

WHEREAS, the Illinois Department of Natural Resources (IDNR) Office of Mines and Minerals is also in possession of Deer Run Mine Permit No. 424 Insignificant Revision request by the mine to accept coal combustion waste from City Water Light and Power in Springfield for impoundment there; and

WHEREAS, IDNR hosted an Informal Conference on March 19, 2025, at the Montgomery County Fair Bureau, at which members of the Montgomery County Board and numerous members of the public expressed opposition to both the Significant Revision request and the Insignificant Revision request; and

WHEREAS, IDNR hosted a Public Hearing on April 9, 2025, at the Montgomery County Courthouse Complex, at which members of the Montgomery County Board and numerous members of the public expressed opposition to both the Significant Revision request and the Insignificant Revision request; and


WHEREAS, evidence presented by informed members of the public at both the Informal Conference and the Public Hearing was compelling that grant the Significant Revision and Insignificant Revision would cause undo health and safety risks to the members of the City of Hillsboro and Village of Schram City in the event of an impoundment breach.

NOW, THEREFORE, BE IT RESOLVED the Montgomery County Board stands in opposition to Deer Run Mine Permit No. 424 Significant Revision No. 1 that seeks to increase the impoundment structure height to 100 feet, and to the Permit No. 424 Insignificant Revision that would allow coal combustion waste from City Water Light and Power to be impounded therein.

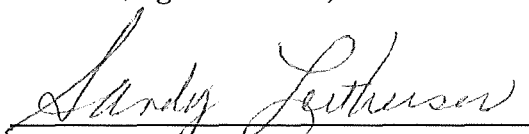
PASSED THIS 13th day of May 2025 by then Montgomery County Board duly assembled in Hillsboro, Illinois.

AYES: 14 **NAYS:** 0 **PRESENT:** 14 **ABSTAIN/ABSENT:** 0

SIGNED:


Doug Donaldson, Chairman

ATTEST:


Sandy Leitheiser, County Clerk

22181

Resolution In support of National Correctional Officers Week

May 4-10, 2025

Resolution 2025- 9

Whereas, correctional officers have the difficult and often dangerous assignment of ensuring the custody, safety and well-being of the inmates in our nation's prisons and jails; and

Whereas, their position is essential to the day-to-day operations of these institutions, and without them it would be impossible to achieve the foremost institutional goals of security and control; and

Whereas, historically correctional officers have been viewed as "guards," occupying isolated and misunderstood positions in prisons and jails. In recent years, the duties of these officers have become increasingly complex and demanding; and

Whereas, correctional officers are called upon to fill, simultaneously, custodial, supervisory and counseling roles; and

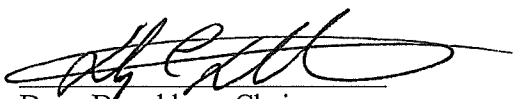
Whereas, the professionalism, dedication and courage exhibited by these officers throughout the performance of these demanding and often conflicting roles deserve our utmost respect; and

Whereas, the important work of correctional officers often does not receive the recognition from the public it deserves. It is appropriate that we honor the many contributions and accomplishments of these men and women who are a vital component of the field of corrections.

Now Therefore Be It Resolved, that the Montgomery County Board declares the week of May 4 through May 10, 2025, to be National Correctional Officers Week in Montgomery County in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

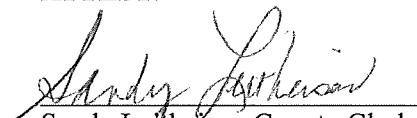
Adopted by the Montgomery County Board this 13th day of May, 2025.

APPROVED:



Doug Donaldson, Chairman
Montgomery County Board

ATTEST:



Sandy Leithiser, County Clerk
Montgomery County

22182

**MENTAL HEALTH AWARENESS MONTH
MONTGOMERY COUNTY ILLINOIS BOARD PROCLAMATION
MAY 13, 2025**

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, mental health helps to sustain an individual's self-esteem, relationships and vast contributions to our county, our state and our country; and

WHEREAS, mental health conditions and substance use disorders are real and prevalent in Montgomery County; and

WHEREAS, one in four persons will experience mental health challenges in a given year impacting entire families and communities; and

WHEREAS, Montgomery County voters approved the Community Mental Health Referendum question as presented at the General Election on November 8, 2016, that levied and collected against all taxable property the County of Montgomery to be designated as the "Community Mental Health Fund" administered by the Community Mental Health Board (708 Board) and used only for the purposes specified in the Illinois Revised Statutes to provide mental health facilities and services so the citizens have more and diverse opportunities to initiate treatment and recovery opportunities; and

WHEREAS, early identification and treatment can make a profound difference in the recovery of individuals with mental health conditions and substance use disorders; and

WHEREAS, it is vital for our citizens, our leaders, our businesses, our schools, our healthcare providers, our organizations, our law enforcement, and our churches to acquire more mental health awareness and work together to provide every opportunity for recovery; and

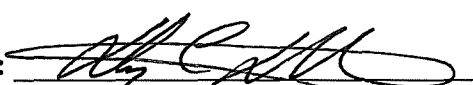
WHEREAS, every citizen can make a difference in helping to end the silence and stigma that far too long has surrounded mental health conditions and substance use disorders and has contributed to discouraging people from seeking help and recovery; and

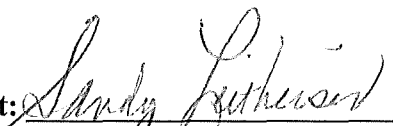
WHEREAS, we, the Montgomery County Board, affirm the intrinsic value of every person in our community which we represent and desire for every individual to live a full and abundant life so that the true worth of each person's contribution to our county is recognized;

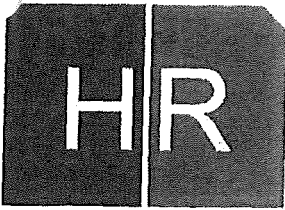
THEREFORE BE IT RESOLVED, By the Montgomery County Board that May 2025 is proclaimed as Mental Health Awareness Month and call upon everyone to commit to increasing understanding and awareness of mental health conditions and substance use disorders to promote recovery and wellness opportunities.

Passed by the Board of Montgomery County this 13th day of May 2025.

AYES: 14 **NAYS:** 0 **PRESENT:** 14 **ABSTAIN/ABSENT:** 0

Signed: 
Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

April 8, 2025

22183

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
CF IL Solar W Main Street, Farmersville LLC –
PINS# 01-33-100-017 and 01-32-200-007
Pivot Energy
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for CF IL Solar W Main Street, Farmersville LLC. The proposed Project is located within the northwest quadrant of the Main Street and Hays Road intersection, on the parcels known as 01-33-100-017 and 01-32-200-007. The Project will occupy approximately 15 acres of the parcel in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report on our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCH, INC.


Jeremy Connor, P.E.
President

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.


Hillsboro, IL 62049

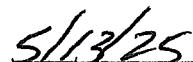
(t) 217.532.3959

(f) 217.532.3212

JJC:
Enclosure

ACCEPTED BY:


Signature


Date

www.hurst-rosche.com

22184

Equipment Lease Agreement

This Equipment Lease Agreement (the "Agreement") is made and entered on March 12, 2024, amended on May 13, 2025, by and between Montgomery County ("Lessor") and DC Waste & Recycling, Inc ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment:
Recycling Baler

(the "Equipment").

2. LEASE TERM: The lease will start on April 1, 2024 (begin date) and will end on March 31, 2026 (end date). At the end date, the Lessee agrees to purchase the Recycling Baler as-is for \$1. ~~Upon 30-day notice, Lessee will have the option to extend the terms of the Lease Agreement through March 31, 2027. If executed, Lessee will have second option to extend the terms of the Lease Agreement through March 31, 2028.~~

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of \$700 ("Rent") each month in advance at: Historic Courthouse, #1 Courthouse Square, Hillsboro, IL 62049 (address for rent payment) or at any other address designated by Lessor. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

4. LATE CHARGES: If any amount under this Agreement is more than 15 days late, Lessee agrees to pay a late fee of \$25 per day.

5. SECURITY DEPOSIT: Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of \$0 as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance. Lessee shall not apply or deduct any portion of any security deposit from the last or any month's rent. Lessee shall not use or apply any such security deposit at any time in lieu of payment of rent. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

6. DELIVERY: Lessee shall be responsible for all expenses and costs: i) at the beginning of the Lease Term, of shipping the Equipment to Lessee's premises and ii) at the end of the Lease Term, of shipping the Equipment back to Lessor's premises.

7. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force.

8. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement. **Lessor's location shall be limited to Hillsboro, IL.**

9. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

10. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

11. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

12. INSURANCE: Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.

13. ENCUMBRANCES, TAXES AND OTHER LAWS: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

14. LESSORS REPRESENTATIONS: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement.

15. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.

16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ASSIGNMENT: Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

18. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor:

Montgomery County Board
#1 Courthouse Square
Hillsboro, IL 62049

Lessee:

DC Waste & Recycling, Inc.
PO Box 20
Hillsboro, IL 62049

Either party may change such addresses from time to time by providing notice as set forth above.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

22. CUMULATIVE RIGHTS: Lessor's and Lessee's rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

23. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

24. INDEMNIFICATION: Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

25. ADDITIONAL TERMS & CONDITIONS

DC Waste & Recycling Inc. shall continue to provide (1) 65 gallon tote for commingled recycling at no cost to the county. This shall be located adjacent to the two yard trash container at the Historic Courthouse.

22188

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR:



Doug Donaldson

(Name)

Chairman, Montgomery County Board

(Position, if applicable)

LESSEE:

Bryan Deming

(Name)

VP, DC Waste & Recycling, Inc

(Position, if applicable)

22189

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-03**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1273 Grove Branch Tr.	Walshville Road District	50 %	\$3,000.00
	Montgomery County	50 %	\$3,000.00
TOTAL =		100 %	\$ 6,000.00

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

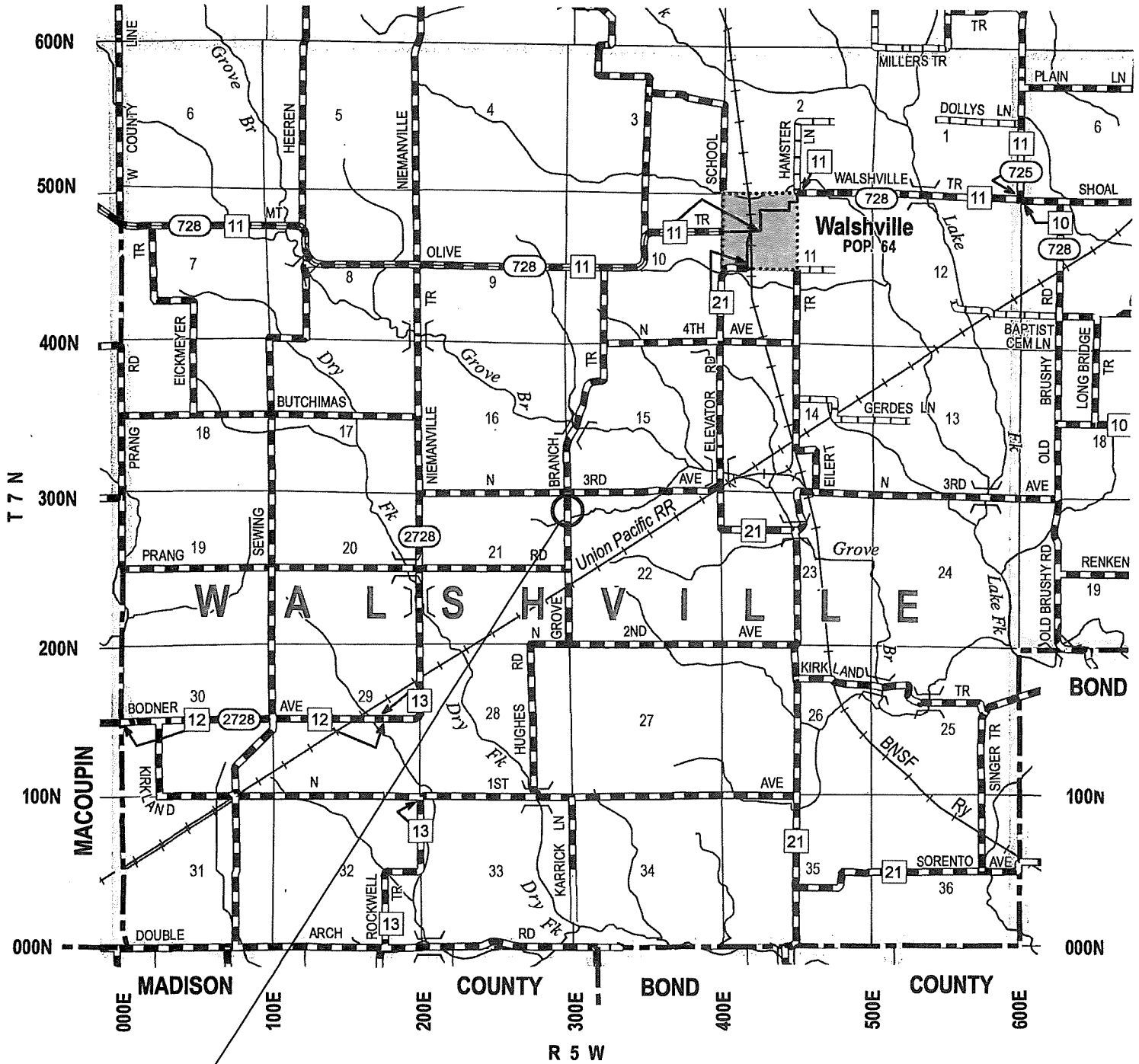
Approved and adopted by the Montgomery County Board this 13th day of May, 2025.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

22190

MCHD Proj. #1273
50/50 Culvert Replacement
Walshville Township



Proposed 24"ERS x 45' Polycoated Pipe Culvert

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-04**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

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

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

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

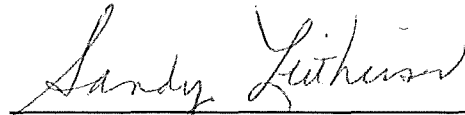
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1274 Dutchmans Ave.	Walshville Road District	50 %	\$3,000.00
	Montgomery County	50 %	\$3,000.00
TOTAL =		100 %	\$ 6,000.00

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

Approved and adopted by the Montgomery County Board this 13th day of May, 2025.

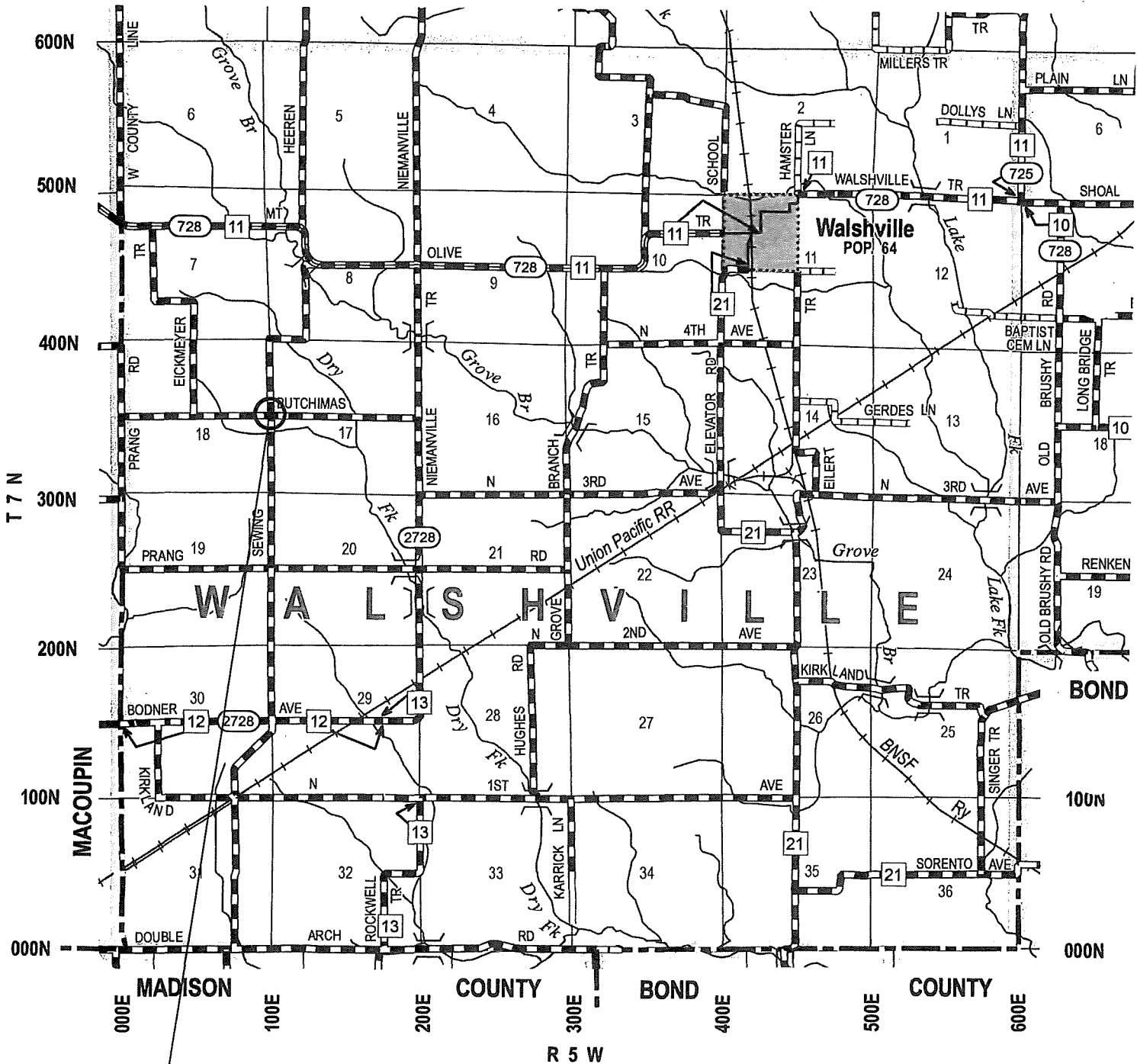


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

22192

MCHD Proj. #1274
50/50 Culvert Replacement
Walshville Township



Proposed 36"Ø x 30' Polycoated Pipe Culvert

22193

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-05

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

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

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

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

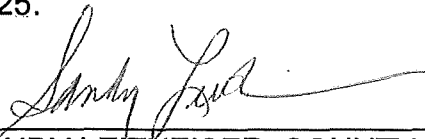
NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1275 Ohlman Rd.	Montgomery County	100 %	\$38,000.00
		%	

TOTAL = 100 % \$38,000.00

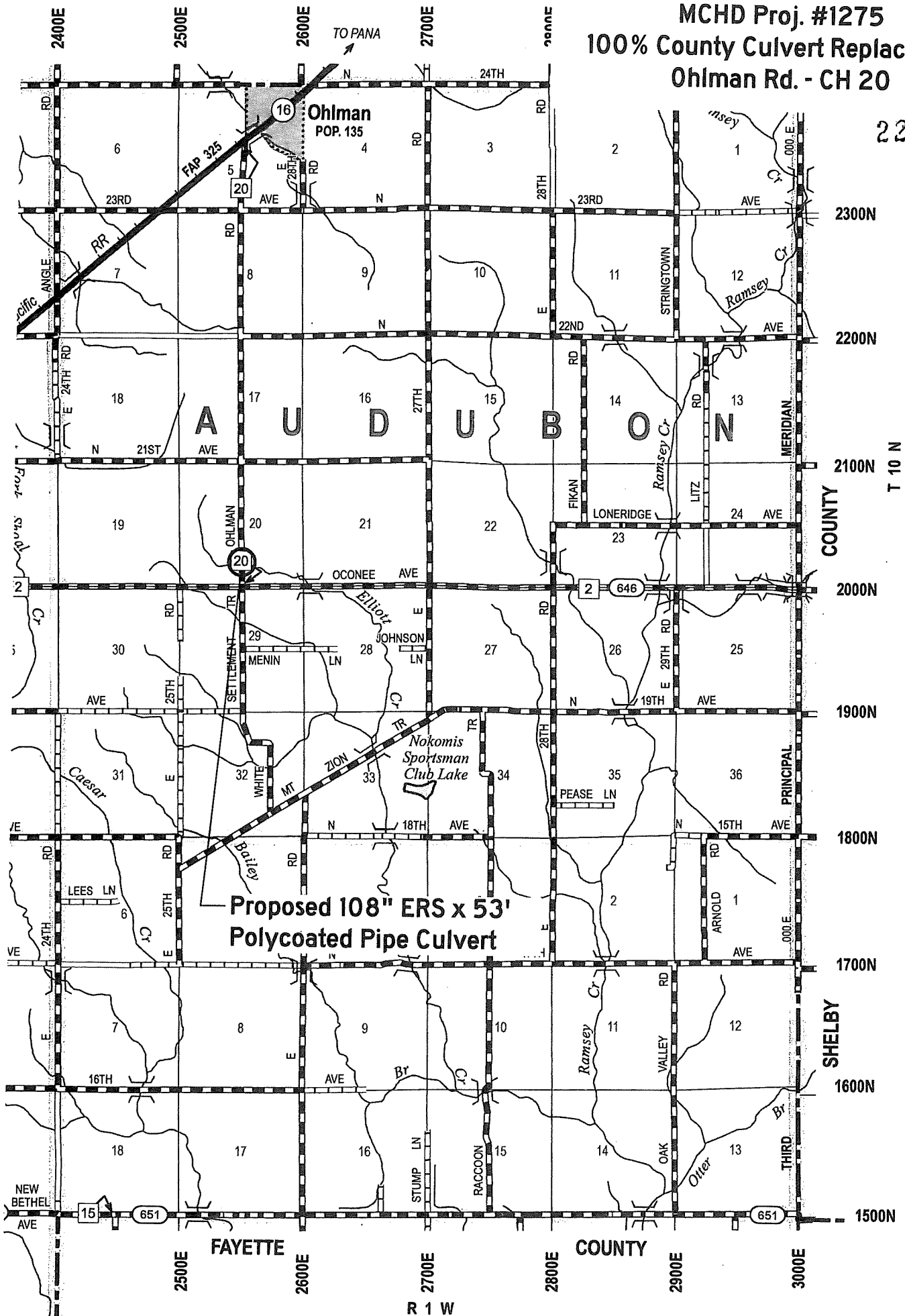
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 13th day of May, 2025.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

22194





22/195

This Commodity Master Agreement ("CMA") between **NRG Business Marketing LLC**, and **Direct Energy Business, LLC**, each a Delaware limited liability company (collectively "Seller" or "NRG"), and County of Montgomery (each a "Party" and collectively, the "Parties") is entered into and effective as of May 08, 2025.

1. Transactions: This CMA applies to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Customer (each sale a "Transaction"). Transactions will be memorialized in a transaction confirmation signed by Customer and Seller (each a "Transaction Confirmation"). Each Transaction Confirmation sets forth the applicable Seller providing the service to Customer. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: Customer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity. Customer's estimated monthly Contract Quantity is specified in the applicable Transaction Confirmation. Customer will only use the Commodity at the Service Location(s) listed in the applicable Transaction Confirmation and must not resell the Commodity.

3. Term: This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or for convenience upon at least 30 days' prior written notice; except that this CMA will remain in effect with respect to Transaction Confirmations entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations. Each Transaction Confirmation sets forth the Initial Term which together with any Renewal Term constitutes the Delivery Period.

4. Purchase Price: Customer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

5. Changes to Purchase Price: If there is a new or modified tariff, law, order, rule, tax, regulation, transmission rate, or a change by any LDC, EDC or ISO to supplier obligations to serve, which increase Seller's costs, Seller may allocate the increased costs to Customer in the form of an adjusted Purchase Price or a separate line item on Customer's invoice.

Billing and Payment: Seller will invoice Customer and Customer will pay for the Actual Quantity of Commodity and any other amounts that are Customer's responsibility under this Agreement. Unless otherwise set forth on a Transaction Confirmation, payment is due within 15 days of the date of the invoice, and late fees will be accrued at 1.50% per month or, if lower, the maximum rate permitted by law. If Seller cannot verify the Actual Quantity when an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Customer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment, or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Customer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for Customer's insufficient funds. "Actual Quantity" means the quantity of Commodity that is either delivered or metered, as applicable, to Customer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

7. Taxes: The Purchase Price does not include Taxes that are or may be the responsibility of the Customer, unless such inclusion is required by law. Customer will reimburse Seller for any Taxes that Seller is required to collect and pay on Customer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Customer is responsible. It is Customer's responsibility to provide Seller with any applicable Tax exemption documentation and Customer will be liable for any Taxes assessed against Seller because of

Customer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in future during the term of this Agreement. Liabilities imposed in this Section will survive the termination expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will immediately pay the balance of the original invoice, plus late fees from the original due date, and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Customer at the Delivery Point specified in the applicable Transaction Confirmation.

10. Material Deviation: Seller may in its sole discretion pass through to Customer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations only if it provides prompt notice of the Force Majeure event, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure event, Customer will not be excused from its responsibility to pay for natural gas balancing charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Customer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Customer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Customer's ability or willingness to perform all of its outstanding obligations under any Transaction Confirmation between the Parties, Seller may require Customer to provide adequate assurance, which may include, in Seller's discretion, security in the form of cash deposits, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of Seller's demand; (ii) failure of Customer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger where the surviving entity has assumed all of the respective obligations of such Party under this Agreement); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Customer or due to a default under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any or all Service Locations under any or all Transactions and/or this CMA between the Parties; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each terminated Service Location under the Transaction Confirmation(s) being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between (a) the non-defaulting Party and its affiliates and (b) the defaulting Party under this Agreement and any other Commodity agreements, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. A late fee on any unpaid portion of the Net Settlement Amount will accrue at the rate identified on the Transaction Confirmation. "Close-out Value" is the sum of (a) the amount owed to the non-defaulting Party for the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the remaining Initial Term or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market

Price for those quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, natural gas balancing charges, and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the remaining Initial Term or, if applicable, the current Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction Confirmation is entered into and during the Delivery Period. **A.** Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Customer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement facilitates enrollment and service for the Delivery Period; (iii) if the person or entity signing this Agreement is doing so in its capacity as an agent, such agent represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the applicable Transaction Confirmation. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement does not create an association, trust, partnership, or joint venture in any way between the Parties, nor does it create any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Customer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Customer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Customer's Utility, and not Seller, is responsible for responding to natural gas leaks or Commodity emergencies if they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Except as otherwise provided below, Seller shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage and historic payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller's prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer's employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein.

17. Indemnification; Limitation of Liability: **A.** Only the Seller and the Customer that are Parties to a Transaction Confirmation will have any duties, obligations, or liabilities arising under that Transaction Confirmation. **B.** Customer will be responsible for and shall indemnify, defend, and hold harmless, Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") that attach after title passes to Customer. **C.** Seller will be responsible for and indemnify, defend, and hold harmless, Customer against any Losses that attach before title passes to Customer. **D.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

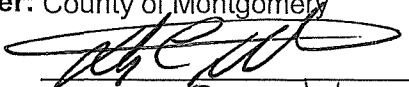
18. Other: **A.** The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **B.** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **C.** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. **D.** Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: NRG Business Marketing LLC or Direct Energy Business, LLC (as applicable), Attn: Client Services, 910 Louisiana Street, Houston, TX 77002; Email: ContractSupport@nrg.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. **E.** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **F.** Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Customer's consent. Customer may not assign this Agreement without Seller's consent not to be unreasonably withheld. **G.** This Agreement may be signed in separate counterparts by the Parties, each of which when signed and delivered shall be an original, but all of which shall constitute one and the same instrument. **H.** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the Commodity industries, as applicable. **I.** Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. **J.** Where an agent represents multiple parties under this Agreement, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate CMA, and that no such Party shall have any liability under this document for the obligations of any other Parties. **K.** If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. **L.** If a broker-agent, aggregator or other similar agent ("Agent") has been involved in any Transaction, that Agent is an agent of Customer only and not an agent of Seller and may receive a commission from Seller out of monies Customer pays to Seller under this Agreement. Customer acknowledges and agrees that Seller may share information regarding Customer's Commodity usage and payment with the Agent necessary to comply with any commission agreement or other similar agreement between Seller and Agent. Customer may authorize Seller in writing to grant Customer's Agent access to Customer's online account with Seller.

This CMA is entered into and effective as of the date written above.

Customer: County of Montgomery

By:

Name:


Doug Donaldson

Seller:

**Direct Energy Business, LLC
NRG Business Marketing LLC**

By:

Name:

Title:
ate:

Mont Co Board Chairman
5/13/25

Title:
Date:

22/199



Direct Energy Business, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: May 08, 2025
Product Code: MISO CI FPR 100MAC L
Contract ID: 1886070

CUSTOMER INFORMATION

Customer Name: County of Montgomery

Contact Name: Mike Plunkett

Address: 1 Courthouse Sq., Hillsboro, Illinois, 62049, Hillsboro, IL, 62049

Telephone: 2175329577

Fax:

Email:

Billing Contact:

3rd Party Bill Pay:

Billing Address:

Telephone:

Fax:

Email:

ELECTRICITY TRANSACTION CONFIRMATION - Illinois Fixed Price with 100% MAC

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement dated May 08, 2025, as may be amended (the "CMA"). The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: May 27, 2025, and will continue for a term of 12 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - SUPPLIER CONSOLIDATED

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

22/200

MISO	Value
Energy	Included
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Included
Losses	Included
RPS	Included
Transmission	Included
Applicable Taxes	Pass Through

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Capacity: The resources purchased to meet the Resource Adequacy Requirements of MISO's Tariff Module E.

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

MISO: The Midwest Independent System Operator (ISO).

Renewable Portfolio Standard (RPS): A regulation that requires the increased production of energy from renewable energy sources.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

SPECIAL PROVISIONS

1. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

1.2. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

1.3. As it relates to this Transaction Confirmation, the section of the CMA regarding material deviation shall be deleted in its entirety and replaced with the following:

"Material Deviation: Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/- 100% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation, which is not caused by weather."

1.4. Buyer will receive from Seller a monthly invoice following its meter read date for services provided under this Agreement as well as for the Utility delivery service charges, unless Seller is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for Service Location(s) that is initiated by the Utility (in such cases, Buyer will receive separate bills for Seller's charges (as set forth in the Billing and Payment section of the CMA) and for the Utility's charges until such time that the single bill option arrangement is available through Seller and approved by the Utility for the Service Location(s).

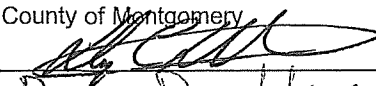
1.5. Nature of Service: Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]."

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

☒ Non-Exempt

☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer: County of Montgomery
 By: 
 Name: Doug Donaldson
 Title: Mont. Co. Board Chairman
 Date: 5/13/25

Seller: Direct Energy Business, LLC
 By: _____
 Name: _____
 Title: _____
 Date: _____
 Contract ID: 1886070
 Internal ID: 00255777

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated May 08, 2025 between
DIRECT ENERGY BUSINESS LLC

and

County of Montgomery

for a term of 12 Months

Contract ID: 1886070

MISO CI FPR 100MAC IL

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0933157058	11159 IL Rte 185	ILPWR	DS2	MISO	0.0	06/02/2025	8.792	1,671
0994327698	140 N Main St	ILPWR	DS2	MISO	62.9	06/11/2025	8.792	294,120
1535456815	11191 Illinois Route 185	ILPWR	DS2	MISO	26.9	06/12/2025	8.792	86,121
2848630017	11159 IL Rte 185	ILPWR	DS2	MISO	6.9	05/27/2025	8.792	73,163
3765524654	11191 Illinois Route 185	ILPWR	DS2	MISO	25.6	06/12/2025	8.792	56,023
4540322093	#1 Courthouse Square	ILPWR	DS2	MISO	27.3	06/11/2025	8.792	135,073
5033919006	201 S Main St	ILPWR	DS2	MISO	6.4	06/11/2025	8.792	19,121
6169987059	1215 Seymour Ave	ILPWR	DS2	MISO	0.0	06/10/2025	8.792	4,602
6590718418	120 N Main St	ILPWR	DS2	MISO	122.2	06/11/2025	8.792	547,203
7091042002	264 Cress Trail	ILPWR	DS2	MISO	0.6	06/17/2025	8.792	4,743

Total Annual Usage: 1,221,840

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2025					759	80,888	128,887	125,537	101,882	92,405	83,311	90,897
2026	95,634	79,596	88,719	93,912	107,680	43,830						

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Term of Months: 12 Months

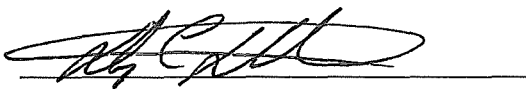
Meter Read Start Date: May, 2025

☐ Please aggregate my account onto one invoice

(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By:



Date:

5/13/25

22/203

Letter of Agreement

Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

April 17, 2025

Montgomery County
1 Courthouse Square,
Hillsboro, IL 62049

To the Honorable Montgomery County Chairman,

This Letter of Agreement (Agreement) summarizes our understanding of the services requested by Montgomery County (Clients) from Bellwether LLC (Bellwether). This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by scanning and email to Dustin@BellwetherAdvantage.com or mail to the above address.

Agreement is as follows:

Baseline Understanding

This letter continues Budget Development Service provided to Montgomery County by Bellwether LLC. The goals of this agreement remain the same:

- Working with the County Commissioners to establish a County Budget Strategy
- Compiling and reviewing data to understand the revenue and expense patterns for Montgomery County and the overall effectiveness of the budget process.
- Develop and deliver easy to understand processes to develop and amend budgets
- Develop and deliver drafts as necessary
- Support the full budget development process from initiation to final approval.

Proposal / Timeline

We plan the initial contact with departments to begin in May 2025.

Travel to Montgomery County is anticipated in August and throughout the year Bellwether is available for virtual support for scenario questions and to amendment documents as needed.

Occasionally the budget process reveals challenges that may be addressed by additional Bellwether services. These opportunities shall be addressed in a separate agreement as needed.

22/204

Typical First Year Budget Timeline

Period	Activity
May	Initial Contact with Departments to Understand Potential Changes
June	Request Year-to-Date Budget Status Reports and develop projections
July	Initial Contact with County Board to understand primary goals
August	Develop packets and meet with each department for review
August	Department Heads provide verification and justification for changes
September	Prepare the first draft for review by the Finance Committee
September	Reconcile first draft as needed
October	Final Draft presented for approval <ul style="list-style-type: none"> • Public Viewing • Public Hearing as needed
November	Final vote for approval
Quarterly	Prepared Amendments as requested

Payment

The total annual cost for the budget service is Twelve Thousand Dollars (\$12,000) payable in two invoices of Six Thousand Dollars (\$ 6,000).

- First Invoice of \$6,000 is submitted at the start of the process each year.
- Second Invoice of \$6,000 is submitted at the final budget submission each year.

Requested presence at meetings outside of the budget cycle are billed separately at mileage plus lodging.

Bellwether understands county finance processes take time. The dates for payments shall not interfere with project work. Clients are asked to provide estimated paid dates at time of invoicing.

Duration / Termination

This letter of agreement represents a one-year commitment on both parties. Services shall be provided for Fiscal Year 2026 with sequential years added by addendum to this agreement. Either party may terminate the agreement / addendum prior to commencement of work for that budget cycle without obligation.

Once work has begun (typically May) client is responsible for full payment of Twelve Thousand Dollars (\$12,000) regardless of when the agreement is terminated.

22/205

Condition

Entire Agreement: This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

Governing Law: This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me by emailing a scanned, signed copy or by US Postal Service.

Bellwether LLC
200 W. North Street - Box
803 Normal, Illinois 61761

AGREEMENT

Accepted and agreed to on

5/13, 2025

by

Signature

Doug Donaldson

Printed Name

Amending Ordinance #22-04 passed February 8th, 2022

**AN ORDINANCE ESTABLISHING THE
REIMBURSEMENT OF ALL TRAVEL, MEAL, LODGING AND/OR LOCAL
TRANSPORTATION EXPENSES OF OFFICERS AND EMPLOYEES IN THE COUNTY OF
MONTGOMERY, ILLINOIS**

WHEREAS, Montgomery County, Illinois is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution;

WHEREAS, the Local Government Travel Expense Control Act, Pub. Act 99-0604, requires all non-home rule local public agencies, including counties, to regulate, by ordinance or resolution, the reimbursement of all travel, meal, lodging **and/or local transportation** expenses of their officers and employees by the effective date of January 1, 2017; and

WHEREAS, the Montgomery County Board has determined that it must comply with the Act by passage of this ordinance.

NOW, THEREFORE, BE IT ORDAINED By the County Board of Montgomery County, Illinois, that the following Ordinance to Regulate the Reimbursement of all Travel, Meal and Lodging Expenses of their Officers and Employees Be and Hereby is Adopted.

SECTION I: Definitions.

The following words, terms and phrases, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Entertainment: includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

Travel: any expenditure directly incident to official travel by employees and officers of the County or by wards or charges of the County involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

Officers and Employees: Individuals employed by Montgomery County Government.

SECTION II: Official Business for which Expenses May Be Reimbursed.

- (1) **All reimbursement for out of state overnight travel, meals, lodging and/or local transportation must have prior written approval from either the County Board Chairperson or the presiding County Board Committee Chairperson per 50 ILCS 150/20.**
- (2) An official of the County shall be entitled to reimbursement for travel, including meals or lodging, related to the following types of official business:
 - a. Education conferences related to the duties of the officer of the County;
 - b. Site visits to current or potential vendors of the County
- (3) An employee shall be entitled to reimbursement for travel, including meals or lodging, related to the following types of official business:
 - a. Education conferences related to the duties of the employee of the County;
 - b. Site visits to current or potential vendors of the County
 - c. Site visits to other Government agencies/facilities or other sites to attend meetings as assigned.

SECTION III: Maximum Allowable Reimbursement for Expenses

- (1) Unless otherwise excepted herein, the maximum allowable reimbursement for an employee or officer of the County shall be those rates set by the U.S. General Services Administration (GSA) at gsa.gov. Individual travel location rates can be found by searching by City and State or Zip Code for the travel destination on this website.

SECTION IV: Approval of Expenses

The Board must approve the following reimbursements for travel, including meals or lodging, by a roll call vote at an open meeting of the Board:

- (1) Any expense of any officer or employee that exceeds the maximum permitted in Section III; or
- (2) Any expense of any member of the Board.

SECTION V: Documentation of Expenses

Before any reimbursement for travel, including meals or lodging, may be approved pursuant to Section IV, a standardized form for submission of travel, meal, lodging **and/or local transportation** expenses supported by the following minimum documentation shall first be submitted to the Board:

- (1) an estimate of the cost of travel, meals, lodging **and/or local transportation** if expenses have not been incurred or a receipt of the cost of the travel, meals, lodging **and/or local transportation** if the expenses have already been incurred;
- (2) the name of the individual who received or is requesting the travel, meal, lodging **and/or local transportation** expense;
- (3) the job title or office of the individual who received or is requesting the travel, meal, lodging **and/or local transportation** expense; and
- (4) the date or dates and nature of the official business in which the travel, meal, lodging **and/or local transportation** expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.*

SECTION VI: Entertainment Expenses

No employee or officer of the County shall be reimbursed by the County for any entertainment expense.

SECTION XII: Effective Date.

This Ordinance shall be in full force and effect from and after its passage. Passed by the Montgomery County Board this 13th day of May, 2025.

AYES: 10 NAYS: 4 PRESENT: 14 ABSTAIN/ABSENT: 0

Sandy Leithner
COUNTY CLERK

Passed and approved this 13th day of May, 2025.

[Signature]
Montgomery County Board Chairman

ATTEST:

Sandy Leithner
COUNTY CLERK



Hurst-Rosche, Inc
Jeremy Connor, PE
President

May 6, 2025

22208

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
RDC IL N24th Avenue LLC – PIN 04-33-476-005
Reactivate
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for 4.95 MW AC ground-mount distributed generation CSEF located directly northwest of the intersection of N 24th Avenue and N East Road in Montgomery County, IL. For Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report on our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.


We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCH, INC.


Jeremy Connor, P.E.
President

Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

JJC:
Enclosure

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959 (Office)
217.532.3212 (Fax)
www.hurst-rosche.com

ACCEPTED BY:


Signature

6/10/25
Date

22/209

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

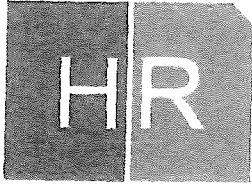
This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

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DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.



Hurst-Rosche, Inc.
Jeremy Connor, PE
President

May 28, 2025

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Atticus Solar, LLC
PINS# 16-36-400-001 & 16-36-300-002
Ironwood Projects, LLC
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes completing the independent review for Atticus Solar, LLC, Hillsboro Twp. The site is bordered by farmland to the north, south, east, and west, and by Illinois State Route 127 to the west. Access to the site will be from Illinois State Route 127, an IDOT-maintained road, on the parcels known as 16-36-400-001 and 16-36-300-002. The Project will occupy approximately 33.7 acres of the two parcels and will be reviewed in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report on our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

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Vice President

Michael Emken, PE
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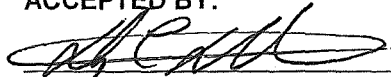
1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959
www.hurst-rosche.com

Sincerely,

HURST-ROSCH, INC.
Jeremy Connor, P.E.
President

JJC:
Enclosure

ACCEPTED BY:


Signature


Date

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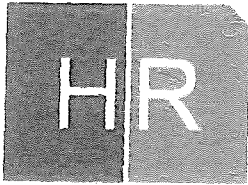
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May 28, 2025

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County Board Administrator
Montgomery County
#1 Courthouse Square,
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PINS# 16-36-400-001 & 16-36-300-002
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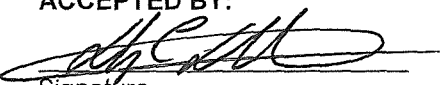
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22214 Montgomery County, Illinois
Resolution No. 2025-11

A Resolution Extending the Deadline to
Obtain Construction Permits for Virden Wind Energy, LLC

WHEREAS, the Montgomery County Board recognizes the importance of renewable energy projects in contributing to sustainable development and economic growth within the county; and

WHEREAS, the Virden Wind Project, a wind energy project located within Montgomery County, has been diligently working towards obtaining the necessary construction permits to commence construction but has encountered unforeseen delays from supply chain vendors responsible for manufacturing and delivering critical components of the project, including substation transformer and wind turbine equipment; and

WHEREAS, unforeseen circumstances have delayed the project's ability to secure all required permits by the original deadline of June 11, 2025; and

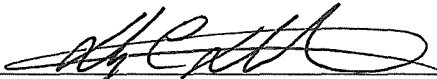
WHEREAS, the Montgomery County Board is committed to supporting the successful completion of the Virden Wind Project and acknowledges the need for additional time to fulfill permit requirements;

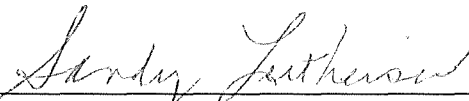
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board, Illinois, that Ordinance 2024-08, Exhibit B is amended as follows:

1. **Extension of Siting Permit Deadline:** The deadline for Virden Wind Energy LLC to obtain all documents providing permission for the Project to commence construction is hereby extended from June 11, 2025, to September 30, 2025.
2. **Conditions:** This extension is granted with the understanding that Virden Wind Energy LLC will continue to make all reasonable efforts to secure the required permits and comply with all applicable regulations and standards.
3. **Notification:** The Montgomery County Clerk is directed to provide a copy of this resolution to Virden Wind Energy LLC and any relevant county departments or committees involved in the permitting process.
4. **Effective Date:** This resolution shall take effect immediately upon its passage and approval.

PRESENTED, APPROVED, AND ADOPTED by roll call vote of the County Board of Montgomery County on this 10th day of June, 2025.

AYES: 13 NAYS: 0 PRESENT: 13 ABSTAIN/ABSENT: 1

SIGNED: 
Doug Donaldson, Chairman

ATTEST: 
Sandy Leitheiser, County Clerk





**Illinois Department
of Transportation**

22/215

**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2025-07

Section Number

20-00144-00-FP

BE IT RESOLVED, by the Board

of the County

Governing Body Type

Local Public Agency Type

of Montgomery

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Locust St/Walshville Trail	1	CR 475N/600E	Locust St./Pearl St.	1,000' east of Hamby Ln

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase I roadway design for improvement and/or relocation of the Major Collector roadway that passes through Walshville, IL.

2. That there is hereby appropriated the sum of One Hundred Fifty Thousand

Dollars (\$150,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sandy Leitheiser

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Montgomery

Name of Local Public Agency

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 original of a resolution adopted by

Board

of

Montgomery

at a meeting held on June 10, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of June, 2025

Day

Month, Year

(SEAL, if required by the LPA)



Clerk Signature & Date

Sandy Leitheiser 6/10/25

Approved

Regional Engineer Signature & Date

Department of Transportation



**Illinois Department
of Transportation**

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? ☒ Yes ☐ No

Resolution No 2025-06

Section No **25-00000-00-CS**

STP Section No

WHEREAS, the County Board of Montgomery County has adopted a resolution establishing the salary of the County Engineer to be 100.5% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Montgomery County has entered into an agreement with the Illinois Department of

Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Board that there is hereby appropriates the sum of

One Hundred Thirty Two Thousand Two Hundred Fifty Six Dollars (\$132,256.00) from the County's

<u>Motor Fuel Tax</u>	funds for the purpose of paying the County Engineer's salary from	<u>12/01/24</u>	to	<u>11/30/25</u>	and
<u>Fund</u>		<u>beginning date</u>		<u>ending date</u>	

BE IT FURTHER RESOLVED, that the Montgomery County Board hereby authorizes the Department of Transportation, State of

Illinois to transfer Sixty Six Thousand One Hundred Twenty Eight Dollars

(\$66,128.00) of Federal Surface Transportation Program funds allocated to Montgomery County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Montgomery County Board that there is hereby appropriated the sum of
County

Zero Dollars (\$0.00) from the County's

<u>Motor Fuel Tax</u>	funds for the purpose of paying the County Engineer's expenses from	<u>12/01/24</u>	to	<u>11/30/25</u>
Fund		beginning date		ending date

I Sandy Leitheiser County Clerk in and for said County of Montgomery in the State of Illinois, and
Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of
a resolution adopted by the County Board of Montgomery at a meeting held on 06/10/25.
County date

I certify that the correct TIN/FEIN number for Montgomery County is 376001661 Legal Status: Governmental.
County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of June, 2025.



Clerk Signature & Date

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

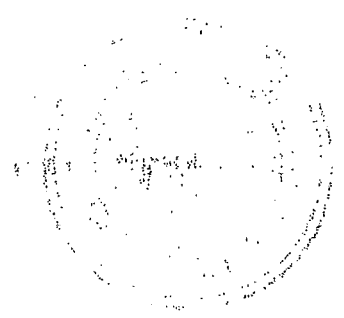
Omer Osman, P.E.
Secretary of Transportation Signature & Date

BY:
George A. Tapas, P.E., S.E.
Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

22217

LPA NAME		Section No	STP Section No
Montgomery	County	25-00000-00-CS	
For IDOT Use Only			
Dates of the existing agreement between IDOT and County _____ to _____ Beginning Ending			
Dates of the new agreement between IDOT and County _____ to _____ Beginning Ending			



22218

06-25-001

RESOLUTION

2020-00291



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

E 1/2 LOTS 11 & 14 BLK 3 HOOD & MILLER ADD 8-5-1554 S T00 R

PERMANENT PARCEL NUMBER: 15-05-228-007

As described in certificate(s): 2020-00291 sold on October 25, 2021

Commonly known as: 817 W. SARGENT ST.

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

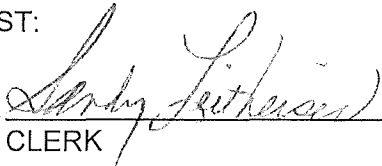
WHEREAS, Donna M Hemken, has paid \$5,061.05 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$3,556.21 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$104.00 for cancellation of Certificate(s) and Clerk Notice Fee. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$3,556.21 to be paid to the Treasurer of Montgomery County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of June, 2025

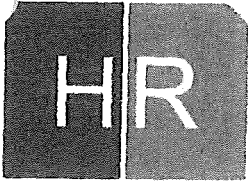
ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

SURRENDER

06-25-001



Hurst-Rosche, Inc.
Jeremy Connor, PE
President

June 23, 2025

22/219

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Bluestar Solar Project, LLC – PIN 17-08-300-014
GenPro Energy Solutions
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Bluestar Solar Project, LLC– PIN 17-08-300-014, 13051 Fillmore Trail, Hillsboro, IL 62049, Hillsboro, IL 62049 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report on our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

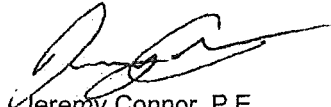
We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCH, INC.


Jeremy Connor, P.E.
President

Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

JJC:
Enclosure

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959
www.hurst-rosche.com

ACCEPTED BY:


Signature

7/8/25
Date

2/2/20

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

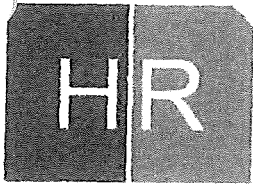
This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.



Hurst-Rosche, Inc.
Jeremy Connor, PE
President

22/221

June 6, 2025

Mr. Mike Plunkett
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Horseshoe Solar Project, LLC- PIN 17-08-400-003
GenPro Energy Solutions
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Horseshoe Solar Project, LLC- PIN 17-08-400-003, 13285 Fillmore Trail, Hillsboro, IL 62049, Hillsboro, IL 62049 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report on our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

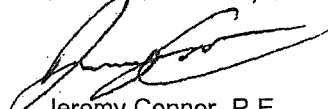
We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.



Jeremy Connor, P.E.
President

JJC:
Enclosure

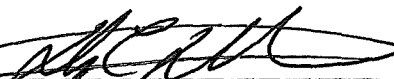
Justin Goodwin, PE
Vice President

Michael Emken, PE
Vice President

1400 E. Tremont St.
Hillsboro, IL 62049
217.532.3959

www.hurst-rosche.com

ACCEPTED BY:



Signature

7/8/25
Date

**MONTGOMERY COUNTY ILLINOIS RESPONSIBLE BIDDER ORDINANCE
WITH 'MONTGOMERY FIRST' LOCAL BUSINESS ADJUSTMENT TO BID AWARD
ORDINANCE 2025- 12**

AN ORDINANCE FURTHER DEFINING RESPONSIBLE BIDDER
AND PROVIDING A LOCAL BUSINESS ADJUSTMENT

WHEREAS, the Montgomery County Board regulates purchases and contracts entered into by Montgomery County; now therefore

BE IT ORDAINED, by the Board of Montgomery County, Illinois, that the following definition be added to the County code: *Responsible bidder* for construction contracts means a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

- (1) All applicable laws prerequisite to doing business in Illinois
- (2) Evidence of compliance with
 - a. Federal Employer Tax Identification Number or Social Security Number (for individuals)
 - b. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions)
- (3) Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, automobile, hazardous occupation and product liability
- (4) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the act
- (5) The bidder and all bidder's sub-contractors must participate in active joint labor-management apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract.
- (6) All contractors and sub-contractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.

BE IT FURTHER ORDAINED, that Montgomery County may authorize on certain public works or construction contracts the use of a "Montgomery First" Local Business Adjustment as set forth by the following criteria:

- (1) The Montgomery First Local Business Adjustment shall be up to a maximum of 5% of the contract price, but not more than \$50,000, whichever is less. In such instances, the bid documents shall specify that a Local Business Adjustment shall apply, and shall identify the percentage and maximum dollar amount of the adjustment.
- (2) When a Local Business Adjustment has been authorized and its application is requested by a local bidder, the following process shall be used to determine the lowest qualified bidder and for calculating the contract price:
 - a. The County shall apply an automatic downward adjustment of up to 5% of the contract price (or a maximum of \$50,000, whichever is less) toward a local bidder's bid if doing so will cause the local bidder's bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder.

- b. This downward adjustment shall be applied automatically to the local bidder's bid as a reduction in their overall bid, and any bidder requesting the application of the local bidder adjustment shall acknowledge and agree to the potential of the reduction in their overall bid at the time of bid submission.
 - c. Should a bidder requesting the local business adjustment as part of their bid submittal be declared the lowest qualified bidder on the basis of a local business adjustment and thereafter decline to be awarded the project, that bidder shall be prohibited from requesting the application of a local business adjustment when bidding on contracts let by the County for a period of one year.
- (3) A local bidder is an individual or business entity that:
- a. Has a place of business located in Montgomery County, Illinois, for at least one year prior to the deadline for submitting bids, as registered with the Secretary of State, and
 - b. Can demonstrate for one year prior to the deadline for submitting bids that the person or entity has paid a minimum of \$5,000 in sales tax in Montgomery County, Illinois, and/or
 - c. Can demonstrate that at least 50% of their employees reside within Montgomery County, Illinois.
- (4) It shall be the responsibility of the bidder to request that the local business adjustment be applied to the bid and to provide sufficient documentation for the County to make a determination as to their local bidder status. Failure of a local bidder to include such a request in its submittal or failure of the local bidder to provide sufficient documentation for the County to verify eligibility for the adjustment at the time of the submittal will cause the local bidder to forfeit the application of the adjustment to the bid amount, even if the local bidder would have otherwise been eligible.
- (5) The oversight committee that recommends awarding the bid shall report utilization of the local business adjustment to the County Board at the time of the contract award.

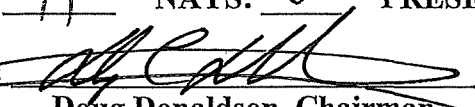
BE IT FURTHER ORDAINED, that in order to provide meaningful work opportunities to the more than 800 Montgomery County residents represented by organized labor, to guard against delays due to labor conflicts and shortages of skilled workers, and to ensure highly-qualified individuals work on public projects, the Montgomery County Board may, at its discretion, consider attaching a Project Labor Agreement (PLA) to any public works or construction contract with an anticipated value of over \$100,000.

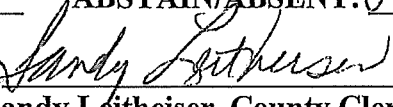
BE IT FURTHER ORDAINED, that nothing herein hereby adopted shall be construed to affect any suit of proceeding now pending in any court of any rights accrued or liability incurred or cause or causes of action accrued of existing under any prior Resolution or Ordinance. Nor shall any right or remedy of any character be lost, impaired, or affected by the Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately upon its adoption.

Adopted by the Board of Montgomery County this 8th day of July 2025.

AYES: 14 NAYS: 0 PRESENT: 14 ABSTAIN/ABSENT: 0

Signed: 
Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk

22/224

DISCOVER YOUR ADVENTURE
MONTGOMERY
COUNTY



MONTGOMERY FIRST

LOCAL BUSINESS APPLICATION

Return signed application in packet with sealed bid

- (1) The Montgomery First Local Business Adjustment shall be up to a maximum of 5% of the contract price, but not more than \$50,000, whichever is less. In such instances, the bid documents shall specify that a Local Business Adjustment shall apply, and shall identify the percentage and maximum dollar amount of the adjustment.
- (2) When a Local Business Adjustment has been authorized and its application is requested by a local bidder, the following process shall be used to determine the lowest qualified bidder and for calculating the contract price:
 - a. The County shall apply an automatic downward adjustment of up to 5% of the contract price (or a maximum of \$50,000, whichever is less) toward a local bidder's bid if doing so will cause the local bidder's bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder.
 - b. This downward adjustment shall be applied automatically to the local bidder's bid as a reduction in their overall bid, and any bidder requesting the application of the local bidder adjustment shall acknowledge and agree to the potential of the reduction in their overall bid at the time of bid submission.
 - c. Should a bidder requesting the local business adjustment as part of their bid submittal be declared the lowest qualified bidder on the basis of a local business adjustment and thereafter decline to be awarded the project, that bidder shall be prohibited from requesting the application of a local business adjustment when bidding on contracts let by the County for a period of one year.
- (3) A local bidder is an individual or business entity that:
 - a. Has a place of business located in Montgomery County, Illinois, for at least one year prior to the deadline for submitting bids, as registered with the Secretary of State, and
 - b. Can demonstrate for one year prior to the deadline for submitting bids that the person or entity has paid a minimum of \$5,000 in sales tax in Montgomery County, Illinois, and/or
 - c. Can demonstrate that at least 50% of their employees reside within Montgomery County, Illinois.
- (4) It shall be the responsibility of the bidder to request that the local business adjustment be applied to the bid and to provide sufficient documentation for the County to make a determination as to their local bidder status. Failure of a local bidder to include such a request in its submittal or failure of the local bidder to provide sufficient documentation for the County to verify eligibility for the adjustment at the time of the submittal will cause the local bidder to forfeit the application of the adjustment to the bid amount, even if the local bidder would have otherwise been eligible.

22225

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____

FEIN: _____ Number of Years in Business: _____

Number of Employees: _____ Percent of Employees Living In County: _____

Estimated Sales Tax Paid over the Previous 12 Months: _____

Business Owner(s): _____

Daytime Phone: _____ E-mail: _____

By signing this application, I certify to the best of my knowledge and belief that the application is true, complete and accurate, and that supporting documentation has been submitted as required. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

I consent that my bid may be lowered by up to 5% or a maximum of \$50,000 if doing so will cause my bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder.

Signature: _____

22|226

**MONTGOMERY COUNTY
ORDINANCE REGULATING
THE SITING OF
WIND ENERGY CONVERSION SYSTEMS**

Adopted by: Montgomery County, June 9, 2009

First Revision: November 10, 2020

Second Revision: August 10, 2021

Third Revision: June 13, 2023

Fourth Revision: February 13, 2024

Fifth Revision: July 9, 2024

Sixth Revision: August 13, 2024

Seventh Revision: July 8, 2025

(Highlighted revisions on pages 6 and 13)

INTRODUCTION

- A. **Title:** This Ordinance shall amend the original Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems dated June 9, 2009 and be known, cited and referred to as the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems.
- B. **Purpose:** The purpose of this ordinance is to facilitate the construction, installation, operation, and decommission of Wind Energy Conversion Systems (WECS) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources. This ordinance shall not apply to personal or business wind energy development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health, or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state, or federal law.

DEFINITIONS

- A. "Applicant" means the entity or person who submits to the County, pursuant to Section VI of this Ordinance, an application for the siting of any wind energy conversion system (WECS) or Substation.
- B. "Application" means the request for the Wind Energy Conversion System (WECS) permit must be submitted on the application form maintained by the County. Application may be modified from time to time by the County in order to provide sufficient information for permitting decisions to be made.
- C. "Authorized Agent" means personnel authorized by the Montgomery County Board Chairman.
- D. "Capability" means the ability, knowledge, experience, resources and financial viability to complete the project.
- E. "Decommissioning" means to return the property or site back to its pre-installation state or better as approved in the decommissioning plan.
- F. "Deconstruction" means breaking an object down or disassembling a large object into smaller parts.
- G. "Distance" Measured as feet on a level plane.
- H. "Financial Assurance" means reasonable assurance from a credit worthy party or parties satisfactory to the County that any and all damages due to construction, operation, maintenance, and decommission/deconstruction caused by the wind energy project will be repaired and that the project will be decommissioned/deconstructed. Examples of such include a performance bond, surety bond, trust instrument, cash, escrow, and/or irrevocable letter of credit.
- I. "Hearing Facilitator" means the county may unilaterally engage the services of a hearing facilitator not affiliated with any pro wind or anti wind group to preside over any required hearings resulting from the siting approval application. *Process: The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and county but with no adjudicatory responsibility other than ruling on request for continuances, procedural matters, admissibility of evidence and the propriety of any arguments. Upon conclusion of the evidence and final arguments, the County Board Coordinating Committee with outside professional advice as required will prepare and submit "findings of fact" and a final recommendation to the county board. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois, jointly selected by the state's attorney (or his designee) and the Montgomery County Economic Development chairperson and appointed by the chairman of the county board with the consent of the county board. The applicant shall reimburse the county for the fees and costs charged by the facilitator.*
- J. "L.A." refers to "Local Authority". Local Authority is the representative of the applicable government body.

- K. "Licensed Illinois Professional Engineer" means a qualified individual who is licensed as a professional engineer in the State of Illinois.
- L. "Licensed Illinois Structural Engineer" means a qualified individual who is licensed as a structural engineer in the State of Illinois.
- M. "Like-kind replacement" means a WECS tower which meets or exceeds the standards and specifications of the tower being replaced and complies with the applicable terms and conditions of this ordinance.
- N. "Maximum height" means the maximum height allowed under a Determination of No Hazard to Air Navigation by the FAA under 14 CFR Part 77
- O. "MET" means a measurement tower, or met mast as a free standing tower, or a removable mast, which carries measuring instruments with meteorological instruments such as thermometers and instruments to measure wind speed.
- P. "Nonfunctioning wind turbine" means a wind turbine or component that is not able to generate electricity for six continuous months
- Q. "Operating Permit" means a permit that must be issued after the project is substantially complete, according to approval by the County's designee, to produce and sell wind generated power.
- R. "Operator" means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- S. "Owner" means the entity or entities with an equity interest in the WECS(s), including their respective successors and assignees or an entity that becomes an owner through foreclosure. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.
- T. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. The term "primary structure" includes structures such as residences, commercial buildings, hospitals, churches, day care facilities, schools, and agricultural buildings/structures.
- U. "Rotor Diameter" means the diameter of the circle created by rotating turbine blade tips.
- V. "Set-Back" means the minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the WECS tower and/or substation is located. The setback set forth herein shall be measured from the exterior of the foundation of the WECS tower.
- W. "Shadow Flicker" means the phenomenon that occurs when rotating wind turbine blades cast moving shadows upon stationary objects.
- X. "WECS (Wind Energy Conversion System) CONSTRUCTION Permit" means the formal approval of the application by the County Board or its designee.
- Y. "Substation" means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
- Z. "Wind Energy Conversion System" ("WECS") means all necessary devices that together convert wind energy into electricity, including the rotor, blades, nacelle, generator, WECS Tower, electrical components, WECS foundation, oils, fluids, transformer, and electrical cabling from the WECS Tower to the Substations.
- AA. "WECS Project" means the collection of WECS and Substations as specified in the structural improvement application.
- BB. "WECS Tower" means the support structure to which the nacelle and rotor are attached
- CC. All other words have the meanings attributed to them in Public Act 102-1123

III. APPLICABILITY

This Ordinance governs the siting of WECS(s) and Substations that generate electricity to be sold to wholesale or retail markets, except that owners of WECS(s) with an aggregate generating capacity of 3MW or less who locate the WECS(s) on their own property as an end user are not subject to this Ordinance.

IV. PROHIBITION

No WECS or substation governed by Section III of this Ordinance shall be transported, constructed, erected, installed, located or operated within Montgomery County, unless:

- A. WECS Construction Permit Application Approval has been granted by the County Board or its designee and WECS Construction Permit has been issued by the Montgomery County Assessor's Office;
- B. Road Upgrade and Maintenance Agreements have been entered into for each applicable governmental agency;
 - a WECS Construction Permit has been obtained for each individual WECS tower and Substation pursuant to this Ordinance;
- D. applicant has provided the County with notification of MET towers being placed.

V. PERMITTING AND HEARINGS

The County Board or their authorized agent shall not approve any permit until a public hearing is held. A public hearing will only be held within 60 days of when a properly submitted and completed application is accepted by the County. Notice of the hearing shall be published by the Montgomery County Clerk's Office on the Montgomery County website as well as in a newspaper of general circulation in Montgomery County at least once a week for two (2) successive calendar weeks prior to the hearing. The initial notice shall be published the first time not less than ten (10) days or more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the day of publication is not to be included, but the day of the hearing shall be included. A WECS project or any WECS project component development in the un-incorporated areas of Montgomery County shall be required to obtain permits and provide fees as applicable to Montgomery County. The County Board or its authorized agent may request final site inspection(s) before the operating permit is issued. An emergency contact name and phone number must be posted at the point of access on all WECS project developments. The County will schedule inspections with the operator at the Chairman of the County Board's discretion. The cost of such inspection will be borne by the operator. The permit holder will allow the County or its Authorized Agent access to the property within 30 days of an inspection request by the County. In the event of an emergency, the County or its Authorized Agent has the right to access the premises. The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their Authorized Agents.

VI. WECS CONSTRUCTION PERMIT APPLICATION

- A. The Applicant must submit an application to the County Development & Personnel Committee for review and recommendation to County Board. Approval or Denial of application will be made by the full County Board. A request for siting approval for a WECS, or modification of an approved WECS, shall be approved if the request follows the standards and condition imposed within the law and the conditions imposed under state and federal statutes and regulations.
- B. The Application shall contain or be accompanied by the following information:
 - a. A WECS Project summary, including, to the extent available: (1) a general description of the project; the potential equipment manufacturers, types of WECS(s), number of WECS(s), and name plate generating capacity of each WECS; the maximum height of the WECS Towers and maximum diameter of the WECS(s) rotors; the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structure;
 - b. The names, addresses, and phone numbers of the applicant(s), owner(s) and operator(s), and all property owners who have signed a lease agreement; and information as to whether the petitioner or applicant is acting for himself or herself or as an agent, alter ego, or representative of a principal and the name and address of the principal; whether the petitioner or applicant is a corporation and of all stockholders or shareholders owning any interest in excess of 20 percent of all of the outstanding stock or shares of the corporation; whether the petitioner or applicant, or his or her principal, is a business or entity doing business under an assumed name, and if so, the name and residence of all actual owners of the business or entity; whether petitioner or applicant, or his or her principal, is a partnership, joint venture, syndicate, or an unincorporated voluntary association, and if so, the names and addresses of all partners or member of the partnership, joint venture, syndicate, or unincorporated voluntary association.
 - c. A site plan for the installation of WECS(s) showing the planned location of each WECS tower, guy lines and anchor bases, primary structures, property lines (including identification of adjoining properties), setback lines, public and private access roads and turnout locations, substations, electrical cabling from the WECS tower to the substations, ancillary equipment, third party transmission lines, any above or below ground transmission lines related to the project, operations and maintenance building(s), layout of all structures within the geographical boundaries of any applicable setback, and the location of any construction staging areas including concrete batch plants. The size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land shall be included.
 - d. Individual inventory designations for each separate WECS and Substation for reference in WECS Construction Permits;
 - e. All required studies, reports, certifications, waivers and approvals demonstrating compliance with the provisions of this Ordinance.
 - f. An Ecological Compliance Assessment Tool (EcoCAT) compliance.
 - g. A decommissioning plan.
 - h. Any other information normally required by the County as part of its Siting Ordinance.
 - i. Sufficient documentation that the applicant, owner, company and parent company/companies have the capability to complete the WECS project as proposed.

- j. Financial Assurance in the form of an irrevocable letter of credit to assure the construction, installation and completion of the project or improvements. Such Financial Assurance (Irrevocable Letter of Credit) shall be provided by the Applicant prior to approval to the full County Board and shall be in such amount as is determined to be 110% of the estimated WECS Project cost.
- C. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- D. If the application is determined by County staff, the County Economic Development Committee, or the County Board not to be complete in all pertinent aspects of the section of the Montgomery County Ordinance, the application shall be rejected and a new application will need to be filed.
- E. The Application shall comply with the standards established by this Ordinance.
- F. All copies of the proposed project Construction documents (plans and project manual) must be submitted, signed and sealed by a professional engineer licensed in the State of Illinois.
- G. The Applicant shall promptly notify the County Board of any changes to the information provided in their WECS project plans/application that occur while the application is pending. The Applicant shall not be allowed to materially change the application after the hearing process has started. Whether a change is a material change or not shall be determined by the County Board Coordinating Committee.
- H. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.
- I. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a WECS Construction Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
- J. Following application approval, the Applicant is eligible to apply for WECS Construction Permit.
- K. Actual on site construction must commence within one year of application approval by the County Board; if not completed or otherwise, permits will no longer be valid, **unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. (See Article XI, Paragraph C).**
- L. The Montgomery County Assessor's Office shall maintain a record of all Wind Energy Conversion Systems (WECS) Construction Permits and copies shall be furnished upon request to any interested person.
- M. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
- N. The failure to obtain the required WECS Construction Permit shall be a Violation of this Ordinance. Further, WECS Construction permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

VII. DESIGN AND INSTALLATION

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A. Design Safety Certification:

- a. WECS shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energy ("GL"), or an equivalent third party. For the avoidance of doubt, the provision of a design compliance certificate from anyone ANSI, UL, DNV, or GL shall be deemed to satisfy this requirement.
- b. Following the granting of application approval under this Ordinance, a Structural Engineer shall seal site specific design of the foundation and tower with local soil and subsurface conditions indicated on plans.
- c. To ensure that the subsurface conditions of the site will provide proper support for the WECS, the applicant at their expense, shall provide soil and geotechnical boring reports for each WECS Tower location to the independent engineer selected by the County Board for review and comment prior to the issuance of any WECS Construction Permit.

B. Controls and Brakes

- a. WECS(s) shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip, tilt and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspeed protection.

C. Electrical Components

- a. All electrical components of the WECS shall conform to applicable local, state, and national codes and to relevant national and international standards (e.g. ANSI and International Electrical Commission). Utility lines connecting the towers, substations, etc., shall be placed underground where practical. All electrical wire and lines connecting WECS to another WECS or substation must be installed no less than 6 (six) feet deep. The owner/operator of the WECS Installation shall be a member of J.U.L.I.E and follow their rules and regulations. During the installation and before wires and lines are covered, there will be an inspection for compliance by an independent inspector chosen by the County and paid for by the Owner/Operator.

D. Color

- a. Towers and blades shall be painted white or gray or another non-reflective, unobtrusive color.

E. Compliance with the Federal Aviation Administration

- a. The Applicant for the WECS shall comply with all applicable Federal Aviation. Administration (FAA) requirements.

F. Warnings

- a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad mounted transformers and Substations.
- b. An emergency sign listing the 911 address which conforms to the specifications of the County Ordinance. for size, color, and reflectivity shall be placed and maintained by the owner/operator at the entrance to each WECS access road from a public road. A sign or posting no more than four (4) square feet in area shall be placed and maintained in conjunction with, but in a subordinate position of, that same emergency sign and shall provide the tower number(s) and a toll-free telephone

number, answered by a live operator twenty-four hours a day seven days per week, for emergency calls and informational inquiries. A non-emergency phone number for the operator shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints logged and reported to the Montgomery County Coordinator on a monthly basis. The recorded calls shall be maintained for at least 12 months. Current phone numbers shall be maintained. Local Agency response shall be reimbursed by the project owner(s).

- c. Upon completion of the construction of an approved WECS project, a reasonable visible sign to warn people to not approach a turbine while operating must be placed at the entrance of each access road,
- d. Warning signs identifying underground wire locations shall be placed at all road crossings, creek, waterway, and ditch crossings, and at the base of WECS Towers. All underground wire locations shall be GPS mapped and given to the L.A.
- e. The signs in subparagraphs above shall be made with letters and numbers at least three inches in height.

G. Climb Prevention

- a. All WECS Towers must be unclimbable by design or protected by anti-climbing devices such as:
 - i. Fences with locking portals at least eight feet high; or
 - ii. Anti-climbing devices 12 feet vertically from the base of the WECS Tower.
- b. The fencing/gates shall be maintained in serviceable condition. Failure to maintain the fencing/gating required hereunder shall constitute a violation of this Ordinance.
- c. All gates to the fences of all WECS(s) towers, equipment, and any components shall be equipped with locks and shall remain locked at all times except for those times when the owner and/or operator or their respective agents is/are using the gate for ingress and/or egress or is/are otherwise present and monitoring the Wind Energy Conversion System and its equipment/components.

H. Manufacturer recommendations supersede the above requirements.

I. Lighting

- a. A lighting plan for each WECS and WECS Substation shall be approved by the designated engineer. The WECS Project shall utilize minimal lighting. No tower lighting other than normal security lighting shall be permitted except as may be required by the FAA. Such plan must describe all lighting that will be used, including any lighting that may be required by the FAA. Such a plan shall include but is not limited to the planned number and location of lights, light color and where any lights will be flashing. Strobe lights are discouraged; and if they are required by the FAA, they must be shielded from the ground. The lighting should be planned and developed in such a way as to minimize the visual impact of the structures. A consideration of synchronized lighting shall also be part of any lighting plan. This WECS substation lighting plan shall include plans as to how glare from these lights is being controlled.

J. Minimum Rotor or Wind Vane Clearance

- a. The lowest point of the arc created by rotating wind vanes or blades on a wind turbine generator shall be no less than 20 feet measured from the highest point of the terrain within one blade radius from the base of the tower.

VIII. OPERATION

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- A. An operating permit shall be obtained from the county prior to start of operation of the WECS.
- B. Maintenance
 - a. The Owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests. It is understood that nothing in this Section VIII (B)(a) shall be construed so as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with (i) its equipment supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS
 - b. To the extent that, under Section VIII (A) of this Ordinance, any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components so that such modification requires re-certification from the original third. party certifying entity of the WECS (i.e. DNV, GL, UL, etc.), then the Owner or Operator of the WECS shall obtain such re-certification certificates. Like-kind replacements shall not require re-certification. Prior to making any physical modification (other than a likekind replacement), the owner or operator shall confer with a relevant third-party. certifying entity in accordance with this Ordinance to determine whether the physical modification requires re-certification.
 - c. Any replacement of equipment that is not a like-kind replacement shall require an amendment to the WECS Construction Permit.
 - d. The County Coordinating Office shall be advised in writing within ninety (90) days by the Wind Energy Conversion System (WECS) operator or property owners (whichever entity/party holds the development and building permits) in the event the project is sold or otherwise transferred to another entity/party and/or the current operator/owner abandons the project.
- C. Interference
 - a. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary and site plan (or various project summaries and site plans if the Applicant should seek approval of differently sized projects and/or projects constructed with differing wind turbine generators) to the extent that the above provider(s) demonstrate a likelihood of interference with its communications resulting from the WECS(s) and the United States Federal Communication Commission ("FCC") agrees with such demonstrated interference, then the Applicant shall take all measures prescribed by the FCC to mitigate or eliminate such anticipated interference in compliance with then-existing, FCC-promulgated regulations. If, after construction of the WECS, the Owner or Operator receives a written complaint from the FCC related to the above-mentioned, or any other type of interference with the regulated airwaves, the Owner or Operator shall take all steps required by the FCC to mitigate or eliminate such complaint. All interference issues must first be taken to the Owner or Operator for consideration before going to the FCC.
 - b. Prior to construction of the WECS, the owner or operator shall conduct a study related to interference with local broadcast residential television and wireless internet services; if it is demonstrated a likelihood of interference may result from the WECS, then the applicant shall take measures to mitigate such anticipated interference.

- c. If, after construction of the WECS, the Owner or Operator receives a written complaint related to interference with local broadcast residential television, wireless internet services, or any other regulated airwave, the Owner or Operator shall take all steps required by the FCC to respond to the complaint, such as providing alternate service to each individual resident or property owner affected until such a time that alternate equivalent quality and cost for service is available to owner.

D. Coordination with Montgomery County Emergency Management Agency

- a. The Applicant, Owner or Operator shall submit to the local EMA a copy of the site plan. In addition to the site plan, a plan pertaining to the planning, response, recovery, and mitigation of any natural or manmade hazard that may affect the WECS development must be negotiated.
- b. Upon request by the local fire department or EMA, the Owner or Operator shall cooperate with the local fire departments/EMA to develop an emergency response plan. In addition, at no cost to the local fire departments, the Owner or Operator shall provide to the local fire departments/EMA any and all specialized and necessary rescue or retrieve equipment occasioned by the use of the particular wind turbine generators being used at the project (I.e. gurney, body harnesses, etc.) In addition, the Owner or Operator shall have the responsibility to update--at no cost to the local fire departments/EMA--any such equipment in possession of the local fire departments/EMA as any updates are received by the Owner or Operator in the normal course of business.
- c. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

E. Materials Handling, Storage, and Disposal

- a. All solid and liquid wastes related to the construction, operation, and maintenance of the WECS shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.
- b. A list of all hazardous solids and/or liquids that may be used on site shall be provided. All hazardous materials both liquid and solid related to the construction, operation and maintenance of the WECS shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.
- c. Hazmat Directors shall be notified of the handling, storage, transportation, and disposal of any and all hazardous materials.

IX. SET BACK PROHIBITIONS AND REQUIREMENTS

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A. <u>Setback Description</u>	<u>Setback Distance</u>
Occupied Community	2.1 times the maximum blade tip Buildings height of the wind tower to the nearest point on the outside wall of the structure
Participating Residences	1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Nonparticipating Residences	2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Boundary Lines of Participating Properties	None
Boundary Lines of Nonparticipating Properties	1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property
Public Road Rights-of-Way	1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way
Overhead Communication and Electronic Transmission and Distribution Facilities (not including Overhead Utility Service Lines to individual houses or outbuildings)	1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of way containing the overhead line.
Overhead Utility Service Lines to Individual Houses or Outbuildings	None
Fish and Wildlife Areas	2.1 times the maximum blade and Illinois Nature tip height of the wind tower Preserve Commission to the nearest point on the Protected Lands property line of the fish and wildlife area or protected land
B. A wind tower of a commercial wind energy facility to be sited so that industry standard computer modeling indicates that any occupied community building or nonparticipating residence will not experience more than 30 hours per year of shadow flicker under planned operating conditions;	

- C. Sound limitation: Sounds for wind towers in commercial wind energy facilities shall not exceed the sound limitations established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901, and 910.
- D. The facility owner shall provide as part of the permit process:
 - a. The results and recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable successor tool; and
 - b. The results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with (i) the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines" and (ii) any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.
 - c. The recommendations provided by the Illinois Department of Natural Resources in an EcoCAT natural resource review report under 17 Ill. Admin. Code Part 1075. And;
 - i. demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission; or
 - ii. consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

X. LIABILITY INSURANCE

- A. The Owner or Operator of the WECS(s) shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$10 million per occurrence and \$40 million in the aggregate, with an annual certificate of insurance being provided to the Montgomery County Coordinator's Office, with the county being added as an additional insured, with the designation of primary and non-contributory. The Applicant shall promptly increase such liability insurance if such amount is increased in the WECS Ordinance and the applicant is notified in writing of same by the county. The applicant shall provide evidence of such increased insurance to the Montgomery County Coordinator. Insurance coverage shall be maintained without interruption from the date of permitting through the lifetime of the WECS project. Certificates of insurance acceptable to the county and in compliance with this section shall be filed with the county prior to the commencement of any work on the WECS and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required under this section shall contain a provision that coverages afforded under the policies shall not be cancelled or allowed to expire until at least 60 days' written notice has been given to the county. Applicant shall also, to the fullest extent permitted by law, indemnify, and hold the county, its employees, board members, and agents harmless for any action due to or arising out of the construction, maintenance, decommissioning, deconstruction, and/or operation of the WECS, including the payment of any attorney's fee and costs arising out of any action due to or arising out of the construction, maintenance, decommissioning, and/or operation of the WECS.

XI. FEE SCHEDULE

- A. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- B. The Operating Permit Fee for WECS shall be \$5,000.00.
- C. If actual onsite construction has not started within one year of the approved application, the permits are no longer valid and all fees are forfeited, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. Prior to processing any application for an extension, the Applicant must submit a certified check to the county for the non-refundable extension fee equal to \$250 per megawatt (MW) of siting approved nameplate capacity.

XII. PUBLIC NUISANCE DEFAULTS AND REMEDIES

- A. Any WECS declared to be unsafe by the Montgomery County Board or its designee by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, damage, or abandonment is hereby declared a Public Nuisance and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures set forth in this ordinance.
- B. The Applicant's, Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.
- C. Prior to implementation of the existing County procedures for the resolution of such default(s), the appropriate County body shall first provide written notice to the Owner and Operator, setting forth the alleged default(s). Such written notice shall provide the Owner and Operator a reasonable time period, not to exceed 60 days, for good faith negotiations to resolve the alleged default(s).
- D. If the County determines that the parties cannot resolve the alleged defaults within the good faith negotiation period, the County shall make application to the Circuit Court for an injunction requiring conformance with this Ordinance or make such other order as the court deems necessary to secure compliance with the Ordinance.
- E. Any violation of this Ordinance shall be an offense punishable by a fine. Each violation shall be a separate offense. Each day a violation occurs or continues shall be a separate offense. A court may set any appropriate per day fine for each day the infraction exists or until such infraction is remedied. It is the goal of this Ordinance to promote structural safety to protect the public. The Court has the authority to set any appropriate fines and will consider the nature of the offense, the degree of public safety involved, and the efforts of the County and responsible owner or applicant to quickly and safely resolve any and all infractions. It is the intent that any dispute between the parties be resolved promptly and where possible by informal discussions as outlined elsewhere in this ordinance.
- F. The County reserves the right to hire outside Counsel to enforce this Ordinance. The Owner/Operator is liable for payment of reasonable Attorney's fees in this regard.

- G. Nothing herein shall prevent the County from taking such other lawful action to prevent or remedy violations. All costs connected therewith shall accrue to the Applicant, Owner, or Operator responsible for the Project.

XIII. SEVERANCE

- A. If any section, clause, or provision of the Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

XIV. DECOMMISSIONING

- A. The Developer or property owner shall include a decommissioning plan consistent with those included in the Department of Agriculture's standard wind farm agricultural impact mitigation agreement, template 81818, or standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by those agricultural impact mitigation agreements.

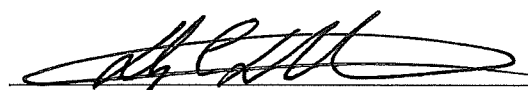
XV. LEGAL PROVISION

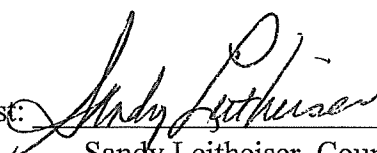
- A. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.
- B. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction of this ordinance, thereafter proceeds with development of a WECS prior to being approved under the terms of this ordinance shall be fined. Further, violators of this ordinance shall be subject to fine of \$1,000 for the first violation and \$500 for each additional month the violation is not corrected. The County Coordinating office will be notified of any violations and the County Chair will enforce penalties.
- C. After the effective date of this ordinance, no proposed WECS, as defined in this ordinance and within Montgomery County's jurisdiction, shall proceed with construction until it has been submitted to and approved by the Montgomery County Board and/or Designee in accordance with the provisions of this Ordinance.

NOW, THEREFORE BE IT ORDAINED that the Montgomery County Board hereby adopts said Wind Farm Ordinance.

BE IT FURTHER ORDAINED that the effective date is immediately upon adoption.

Passed and Adopted, this 8th day of July, A.D. 2025, by the County Board of Montgomery County.


Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk

MONTGOMERY COUNTY
PETITION / APPLICATION / REQUEST PROCESS
for a WECS Permit

APPENDIX A: WECS Application (Montgomery County Board Admin, 8-12 weeks)

1. Applicant completes and submits (APPENDIX A) application with supporting docs and fees.
2. County Board Administration accepts the application as "Properly Filed."
3. County Board Administration schedules public hearing within 60 days of accepting application.
 - a. County Board Admin notifies applicant, schedules public notices, publishes on website.
 - b. Applicant notifies required property owners.
4. County Board Administration forwards application to independent engineer for review.
 - a. Engineer Review to focus on Environmental and Safety Concerns – NEPA process
 - b. EcoCat submittal – Cultural/Biological Clearances
 - c. Wetlands Mapper Clearance
 - d. Parcel Identification – Location to be provided to determine offset concerns/impacts to adjacent property owners
 - e. Identify Topographical concerns – Drainage, Streams, Clearing, Access points (Sight Distance Concerns)
 - f. Road Use Agreements – (County or Township)
 - g. Decommission Bonding Agreements
5. County Board Development & Personnel Committee conducts Public Hearing.
 - a. County Board Admin schedules verbatim recording.
6. County Board Development & Personnel Committee makes recommendation to County Board.
 - a. Recommendation may include Findings of Fact and Permit Conditions.
7. County Board makes decision within 30 days of Public Hearing conclusion.

APPENDIX B: Construction/Improvement Permit (Supervisor of Assessments, 6-8 weeks)

1. Applicant completes WECS Site survey per statute 35 ILCS 200/10-740.
2. Engineer Review of Construction Documents
 - a. Adherence to the Solar Ordinance
 - b. Sealed licensed Documents by an Illinois PE
 - c. Approval – Recommendation of review to County Board
3. County GIS Department completes parcel split and assigns new parcel numbers.
 - a. Applicant is responsible for Plat Act Fee
4. Applicant records new lease with updated parcel number, site address, legal description and completed, signed Plat Act Affidavit with County Recorder.
5. Applicant files Structural Improvement Permit (APPENDIX B) with Supervisor of Assessments.
6. Supervisor of Assessments mails approved permit to applicant.

APPENDIX C: Operating Permit (Supervisor of Assessments, 2-4 weeks)

1. Applicant completes application (APPENDIX C) and submits to Supervisor of Assessments.
2. County Independent Engineer reviews site operation with inspections to ensure adherence to approved construction documents.
3. Supervisor of Assessments issues Operating Permit.
4. Applicant displays Operating Permit on site.

APPENDIX A**MONTGOMERY COUNTY PETITION / APPLICATION / REQUEST
For a Wend Energy Conversion System (WECS) Construction Permit**

It is the responsibility of petitioners or requesters of actions placed before the Montgomery County Board to provide specific information and supporting data regarding proposed actions/projects in sufficient detail that will allow a decision to be made or a final course of action chosen. The Board shall not accept a petition or request as properly filed that is not sufficiently detailed, is missing information required by Ordinance, or does not provide sufficient sealed and signed professional studies, reports, and construction documents to support the request or petition based on the reasoned judgment of the Board. The Board is not responsible to make corrections or revise requests/petitions. Incomplete Applications will be returned.

Certain requests, such as a petition / application for a WECS Construction Permit, require the Board to conduct a Public Hearing on the matter. No Hearings will be scheduled until such time that petitions/requests have been "Accepted as Properly Filed." Similarly, Petitions/Requests shall not be placed on a Board meeting agenda until such time that the petition/request has been "Accepted as Properly Filed" by the Board.

The Date on which the Petition / Application / Request is "Accepted as Properly Filed" constitutes the Legal Beginning Date of any such Construction for all purposes of defining whether a project has been initiated or was in progress in Montgomery County, Illinois.

This petition/application/request for a WECS Construction Permit shall be completed in its entirety and submitted to the Montgomery County Board, #1 Courthouse Square, Hillsboro, IL, 62049. Once the petition / application for a WECS Construction Permit is Accepted as Properly Filed by the Board, the application for a WECS will be reviewed by an independent engineer, appointed by the County at the Petitioners expense, to determine the impact of the use on public utilities, traffic volume and circulation, impact on near-by properties, compliance with Ordinances and laws, and other lawful factors as may be determined reasonable by the Board based on the individual Petition/Application. The Board, following a Public Hearing, prepares its Findings of Facts and may then take action regarding issuance of a Construction Permit.

Notice of the Public Hearing

The County Board shall hold a Public hearing within sixty (60) days of receiving reviewed information from the independent engineer. At the hearing, any interested party may appear and testify, either in person or by duly authorized agent or attorney. Notice indicating the time, date, place, and the nature of the proposed WECS Construction Application, shall be given, before the hearing by:

1. First class mail to the applicant, and to all parties whose property would be directly affected by the proposed use; and
2. Publication in a newspaper of general circulation within this County; and
3. Publication on a state-wide web site.

The Petitioner / Applicant / Requestor is responsible to mail the notices to the last known property tax bill address by PIN number, and submit a Post Office certificate of mailing record to the County but only after receiving the approved text of the Notice from the County. This is at the Petitioner's / Applicant's / Requestor's sole expense.

Properly completed Applications for a WECS Construction, complete with supporting documentation, are to be submitted to the County Board with sufficient lead time for review based on the complexity of the individual request.

All petitioners, or their representative, must attend the County Board meeting(s) considering their request. If there is no representation the application may be removed from the agenda and rescheduled.

The Montgomery County Board shall make a decision within 30 days of the Public Hearing.

If you have any questions, please contact the Montgomery County Coordinating office at 217-532-9577.

SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:

Date first Received by the Office of The Montgomery County Board: _____

Date(s) County Board Date Returned application for more information (if applicable): _____

Date County Board requested revisions were received (if applicable): _____

Date accepted by County Board as properly filed: _____

Filing fee/application fee: _____ Date paid: _____ Check # _____

Date County acceptance letter is sent to Petitioner: _____

Date of required Public Hearing Notice sent to Petitioner: _____

Date(s) published and where published: _____

Date notices sent: _____ Public hearing date: _____

County Board determination: _____

APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):

Applicant/Petitioner information: _____

Company Name: _____

Contact Name and Title: _____

Phone number: _____

Mailing address for all official correspondence unless a Legal Representative is designated in which case all correspondence and contact will be made with that Legal Representative:

_____ Zip: _____

Property Owner Name(s): _____

Phone number: _____

Mailing address: _____ Zip: _____

Designated Legal Representative (*licensed to practice law in the State of IL*) of Applicant (*if any*)

Name: _____ Phone: _____

Address: _____ Zip: _____

Designated Contact Person (*if different from Applicant*), to whom all phone calls, requests for information, clarifications, and coordinator for all actions regarding this Petition, who has the authority to act on behalf of the Petitioner in regard to this Petition/Application/Request. *This does not apply if a Legal Representative has been designated in which case all contact will be made through that Legal Representative.*

Name: _____ Phone: _____

Address: _____ Zip: _____

PROPERTY INFORMATION:

Note: If additional space is needed, please attach additional sheets to the application and reference attachment description in application.

1. Location of the proposed use or structure, and its relationship to existing adjacent uses or structures:

2. Legal Description and Acreage:

3. Area and Dimensions of the Site for the Proposed Structure(s) or Uses:

4. Present Use of Property:

5. Present Land usage:

6. Proposed Land Use Activity / Nature of the Proposed Use, including type of activity, manner of operation, number of occupants or employees, and similar matters:

7. Height, Setbacks, and Property Lines of the Proposed Uses and/or Structure(s):

8. Location and Number of Proposed Parking/Loading Spaces by Type of Vehicles, to Include Weight Classifications and Size of Access Drives/Ways:

9. Existing and Proposed Screening, Lighting (including intensity) Landscaping, Erosion Control, and Drainage Features on the Site, Including the Parking Areas:

10. Disclosure of Any Potential Environmental Issues, and Methods for Dealing with Them:

11. Disclosure of Any Activities Requiring Outside Agency Permits, and the Names, Addresses, and Phone Numbers of the Agency Points of Contact, and How Those Requirements are Being Met:

12. Indicate the Suitability of the Property in Question for Construction:

13. Adjacent Land Use:

A. North: _____

B. South: _____

C. East: _____

D. West: _____

14. Should this Use be Valid Only for a Specific Time Period? Yes _____ No _____

If Yes, what length of time? _____

15. Does the Proposed Permit Meet the Following Standards? Yes _____ No _____

A. Will the proposed design, location and manner of operation of the proposed WICS (Wind Energy Conversion System) adequately protect the public health, safety and welfare, and the physical environment?

B. Will the proposed WICS (Wind Energy Conversion System) have any known negative impact on the value of neighboring property?

C. Will the proposed WICS (Wind Energy Conversion System) have a negative impact on public utilities and on traffic circulation?

D. Will the proposed WICS (Wind Energy Conversion System) have an impact on the facilities near the proposed WICS, such as schools or hospitals or airports that require special protection?

ATTACHMENTS REQUIRED:

1. At the time the application is filed, an application fee is to be paid by the applicant via certified check.
2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.
3. An area map and site plan from a certified Illinois licensed Engineer.
4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within five hundred feet (500') of the property.
5. A Decommissioning Plan as required by the ordinance (see section XIV.)

CERTIFICATION OF A WECS PERMIT PETITION / APPLICATION / REQUEST:

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, do hereby permit officials and/or consultants of Montgomery County, to enter the property described herein to complete a thorough review of this application.

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

Property Owner's Printed/Typed Name: _____

Signature: _____ Date: _____

22247

Applicant's Legal or other Representative's Printed/Typed Name (*if applicable*):

Signature: _____ Date: _____

STATEMENT OF CONFORMANCE:

I/We, the undersigned, in making a Petition/ Application / Request to Montgomery County for approval of a WECS Construction Permit described in this application have reviewed the laws and regulations of Montgomery County to the extent that they are applicable to this proposal and understand that: I/We, the undersigned have no reasonable expectation of approval of this request until such time that a WECS Construction Permit is actually issued by the Montgomery County and have been so notified of issuance in writing. I/We hereby acknowledge, attest to, and accept the following as conditions of obtaining a WECS Construction Permit in Montgomery County, Illinois.

- **NO** building, construction, alteration, or use may be started prior to the issuance of a WECS Construction Permit.
- **All** building construction and all site construction must conform to the plans and specifications approved by the Montgomery County Board. No deviation from or revision to an approved plan may take place without the prior written approval of the Montgomery County Board.
- Any Permit, once issued, is non-transferrable to any other legal entity without the express prior written approval of the Montgomery County Board.
- That **ALL** actions associated with this Permit process shall be taken, processed, and interpreted under the Laws of the State of Illinois and Montgomery County and any legal remedies sought by any party in connection with this WECS Construction Permit shall be brought forth in the Courts of Montgomery County, Illinois for adjudication.
- That if the applicant is an Agent representing the actual owners of multiple properties, or is a lessor, that the Agent has in his/her possession signed documentation that the actual property owners are aware of their legal responsibilities to be personally liable for the costs associated with Decommissioning if said lessor or Agent fails for any reason to meet this requirement of the WECS Construction Permit.

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

Applicant's Legal or other Representative's Printed/Typed Name (*if applicable*):

Signature: _____ Date: _____

NOTE: It is the responsibility of the Applicant to notify the Montgomery County Coordinating Office at each stage of work completed once the Permit is issued. Call 217-532-9577 or 217-532-9588 or email cbadmins@montgomerycountyil.gov

Notification of Building Construction/Improvement and New 911 Address Assignment - Montgomery County, Illinois

All persons shall be required to provide notice of building construction/improvements to real property in Montgomery County. The term "Building construction/improvements" includes but is not limited to all houses, garages, barns, sheds, storage units, of any kind, commercial buildings, etc. Failure to file a Notification of Building Construction/Improvement prior to construction shall constitute an offense punishable by fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense.

Check One:

- ☐ Improvement to an existing structure only and a new 911 address is not needed
☐ New structure that will require a new 911 address (includes: houses, barns, sheds, etc.).

Property No.:	_____	Notification No.:	_____
Name of Property Owner:	_____		
Current Address:	_____		
	City: _____	State: _____	Zip _____
Road Name Driveway:	_____		
Phone No.:	_____		
Type of Construction:	Alternate No: _____		
Estimated Start Date:	Commercial _____	Home _____	Out Building _____ Other: _____
Cost Estimate:	_____	Size _____	Bathroom _____ Basement _____
		Central Air _____	Garage _____ Porches _____
Legal Description			
Township Name:	_____	Sec: _____	Twp: _____ Range: _____
Legal Description:	_____		
Lot/Land Size:	_____		
Tax Group Code No:	_____		

Your legal description can be obtained from your Township or Multi Township Assessor or the Supervisor of Assessments office.

This acknowledgement satisfies the Montgomery County Notification Process.
 All other city, township, subdivision and state ordinances must be followed!

Return completed worksheet to: Supervisor of Assessments
 1 Courthouse Square Room 201
 Hillsboro, IL 62049
 Email: assessor@montgomeryco.com Phone: 217-532-9595

APPENDIX C**MONTGOMERY COUNTY WECS OPERATING PERMIT**

Upon completing construction of the facility, the Applicant/Petitioner must inform the Assessor's office and request an Operating Permit, prior to any production or sale of WECS generated power.

*All developers in unincorporated areas of Montgomery County shall be required to post an on-site, laminated, WECS Operating Permit at the front entrance of the construction area, visible to County employees. Failure to file a WECS Operating Permit, prior to production or sale of generated WECS power, shall constitute an offense punishable by a fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense, **TO BE ENFORCED BY THE COUNTY BOARD CHAIR.***

Date: _____ ☐ Approved ☐ Disapproved

Operating Permit Number _____

Signature: _____ Title: _____

DO NOT WRITE ABOVE THIS LINE

Property Information:

Address: _____ City: _____ State: IL Zip: _____

Legal Description: _____

Company Name: _____

Project Name: _____

Contact Name and Title: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Land Owner Name(s) if different from Company Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Conditions of Permit:

In applying for and obtaining a WECS Operating Permit from Montgomery County, the Applicant agrees to comply with the laws, rules and regulations set forth by the State of Illinois and the Montgomery County WECS Installations Ordinance. The permit is subject to revocation for failure to comply with laws, rules, regulations and fines.



Illinois Department of Revenue

PTAX-451

22250

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- 1 County Montgomery
- 2 Date of county board action 07 / 08 / 2025
Month Day Year
- 3 Annual salary \$ 152,879.23
- 4 Effective date of salary increase or decrease 07 / 01 / 2025
Month Day Year
- 5 Check which certified copy you are attaching
☐ the resolution
☒ minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
☐ a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- 6 Check who is receiving the change
☐ supervisor of assessments
☒ public defender (select full-time or part-time below)
☒ full-time ☐ part-time
☐ sheriff

- 7 Social Security number of the individual seeking salary reimbursement or with a change in salary
_____ - _____ - _____

- 8 Name and address of the individual seeking salary reimbursement or with a change in salary

Erin Mattson

Name

PO 176

Address

Address

Taylor Springs

IL

62089

City

State

ZIP

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

- 9 County Board Chair signature

Signature of the county board chair

Printed name of the county board chair

Doug Donaldson7, 8, 2025
Month Day Year

- 10 County Clerk statement and signature

State of Illinois

Montgomery County

I, Sandra Leitheiser, County Clerk in and for the county of

Montgomery and keeper of the records and seal, do hereby

certify that the above is true and correct.

Signature of the county clerk

Month Day Year

7, 8, 2025**Do not write below this line**

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Official use only:Reason for submission

- ☐
- change in personnel
-
- ☐
- salary adjustment

Documentation received

- ☐
- resolution
-
- ☐
- minutes
-
- ☐
- signed statement

Received by

Initials: _____

_____/_____/_____
Month Day Year

Notice of Annual Salary Reimbursement COLA

to State's Attorneys and Public Defenders

22/51



01/01

MONTGOMERY COUNTY TREASURER
1 COURTHOUSE SQ RM 101
HILLSBORO IL 62049-1137

June 16, 2025



Letter ID: L0011745192

Fiscal Year: 2026

Effective Date: 7/1/2025

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2026 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	6.1% COLA	Salary
\$160,099.73	\$9,766.08	\$169,865.81

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$148,034.81	\$12,336.23
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$0.00	\$0.00
Total	\$148,034.81	\$12,336.23

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$152,879.23. Your new monthly public defender's reimbursement amount will be \$8,492.44. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov



Illinois Department of Revenue

PTAX-451

22252

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- 1 County Montgomery
- 2 Date of county board action 07 / 08 / 2025
Month Day Year
- 3 Annual salary \$ 135,892.78
- 4 Effective date of salary increase or decrease 07 / 01 / 2025
Month Day Year
- 5 Check which certified copy you are attaching
☐ the resolution
☒ minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
☐ a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- 6 Check who is receiving the change
☐ supervisor of assessments
☐ public defender (select full-time or part-time below)
☐ full-time ☐ part-time

☒ sheriff

- 7 Social Security number of the individual seeking salary reimbursement or with a change in salary
_____ - _____ - _____

- 8 Name and address of the individual seeking salary reimbursement or with a change in salary

Tyson Holshouser

Name

79 Berry Hill Road

Address

Address

Hillsboro

IL

62049

City

State

ZIP

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

- 9 County Board Chair signature

Signature of the county board chair

Doug Donaldson

Printed name of the county board chair

7 / 8 / 2025
Month Day Year

- 10 County Clerk statement and signature

State of Illinois

Montgomery CountyI, Sandra Leitheiser, County Clerk in and for the county ofMontgomery and keeper of the records and seal, do hereby

certify that the above is true and correct.

Signature of the county clerk

7 / 8 / 2025
Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line**Official use only:**Reason for submission

- ☐
- change in personnel
-
- ☐
- salary adjustment

Documentation received

- ☐
- resolution
-
- ☐
- minutes
-
- ☐
- signed statement

Received by

Initials: _____

 / /
Month Day Year

Notice of Annual Salary Reimbursement COLA

State's Attorneys and Public Defenders

22253



MONTGOMERY COUNTY TREASURER
1 COURTHOUSE SQ RM 101
HILLSBORO IL 62049-1137

01/01

June 16, 2025



Letter ID: L0011745192

Fiscal Year: 2026
Effective Date: 7/1/2025

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Total	\$148,034.81	\$12,336.23

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Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

22/254

Property Evaluation and Tax Advisors

Stan Jenkins
201 Castle Lane
St. Joseph, IL 61873
Phone: (217) 841-2484

Gary Twist
504 N. May Unit #2079
Mesa, AZ 85201
Phone: (217) 778-5950

CONTRACT FOR SERVICES

I. INTENT

The intent of this document is to contractually confirm the terms of the agreement reached between the County of MONTGOMERY (herein after "COUNTY") and Gary Twist and Stan Jenkins d/b/a Property Evaluation and Tax Advisors, LLC (hereafter "CONTRACTOR").

II. SCOPE OF WORK

The duties of the CONTRACTOR are contained in the attached job description identified as Attachment A. The duties and responsibilities of the CONTRACTOR may further be added to and amended as needed as directed by the County Board Chairman, with advice from the Supervisor of Assessments and/or governing County Committee. The CONTRACTOR shall report to those leaders as necessary to provide status updates on the contracted work required. The CONTRACTOR shall have no specified work hours but shall work as necessary to accomplish the specified duties.

CONTRACTOR will inspect, photograph and provide a recommended value for all parcels that the Supervisor of Assessments Office is responsible for changing.

III. ROLE OF PARTIES

In providing the services under this agreement it is expressly agreed that the CONTRACTOR is acting as an independent contractor and not as an employee. The CONTRACTOR and COUNTY acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The COUNTY is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, pension, or any other employee benefit for the CONTRACTOR during the Term as specified in Section IV. The CONTRACTOR is responsible for paying and complying with reporting requirements for all local, state and federal taxes related to payments made to the CONTRACTOR under this agreement.

IV. TERM

The term of the agreement is for six months, beginning on August 1, 2025 and ending on January 31, 2026. The initial period may be extended for the accomplishment of specific tasks, with compensation as agreed to by the parties herein.

22/255

V. MUTUAL AGREEMENTS

CONTRACTOR agrees to inspect and value approximately 230 parcels.

All valuation procedures will utilize both an approach and methodology accepted by the Illinois Department of Revenue.

All valuations will be recommended values that will be submitted to the Supervisor of Assessments.

The Supervisor of Assessments may then apply cost factors or neighborhood factors if required.

The Supervisor of Assessments will then apply all values for the 2025 Assessment Year.

VI. COMPENSATION

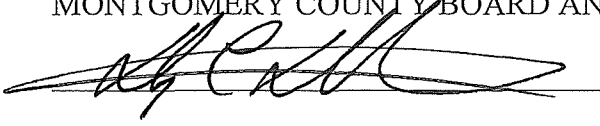
THE ABOVE SERVICES SHALL BE PROVIDED TO MONTGOMERY COUNTY, ILLINOIS, FOR THE TOTAL SUM OF Eighty Seven Thousand, Four Hundred and Ninety Eight Dollars (\$87,498).

Payment will be made by the following schedule:

September 1, 2025	\$14,583
October 1, 2025	\$14,583
November 1, 2025	\$14,583
December 1, 2025	\$14,583
January 1, 2026	\$14,583
February 1, 2026	\$14,583

22256

THIS CONTRACT FOR SERVICE IS ENTERED INTO BY MUTUAL CONSENT BY THE MONTGOMERY COUNTY BOARD AND THE CONTRACTORS.



DOUG DONALDSON
Chairman of the Montgomery County Board

8/12/25
Date

GARY TWIST
Property Evaluation and Tax Advisors

Date

STAN JENKINS
Property Evaluation and Tax Advisors

Date

ATTACHMENT A

Perform administrative, executive, and operational functions of the Chief County Assessor's Office, and mentor to available staff the same, specifically relating to the following tax cycle events as required by 35 ILCS 200 and any other applicable Statute.

- Sales Ratio analyzation for the 2025 tax year
- Calculation and/or application of the 2025 Equalization Factors
- Publication and mailing of the 2025 assessment notices
- Produce and Submit 2024 Montgomery County PTAX-280 Preliminary Abstract
- Assist Board of Review
- Conduct 6-Session course for Staff members in Assessment Methodology
- Provide EAV estimates to Montgomery Levy Bodies for budget computation
- Assist in production of materials and planning for annual Township Assessor Informational Meeting
- Guide staff in preparation of 2025 Final Abstract PTAX-260
- Assist and train in doing combinations and splits of parcels
- Assist and train with my MyDec sales data for the Illinois Department of Revenue
- Assist and train Supervisor of Assessments staff in reviewing Non-Homestead Exemption applications, communicating with Intervenors and writing recommendations
- If requested to do so, review any documents that are submitted to the Montgomery County Board of Review, Illinois Department of Revenue and/or the Illinois Property Tax Appeal Board
- Assist, train and provide ongoing support in reviewing and responding to appeals at the Illinois Property Tax Appeal Board

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-07

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1276 Hill Circle	Fillmore Road District	50 %	\$13,000.00
	Montgomery County	50 %	\$13,000.00

TOTAL = 100 % \$ 26,000.00

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

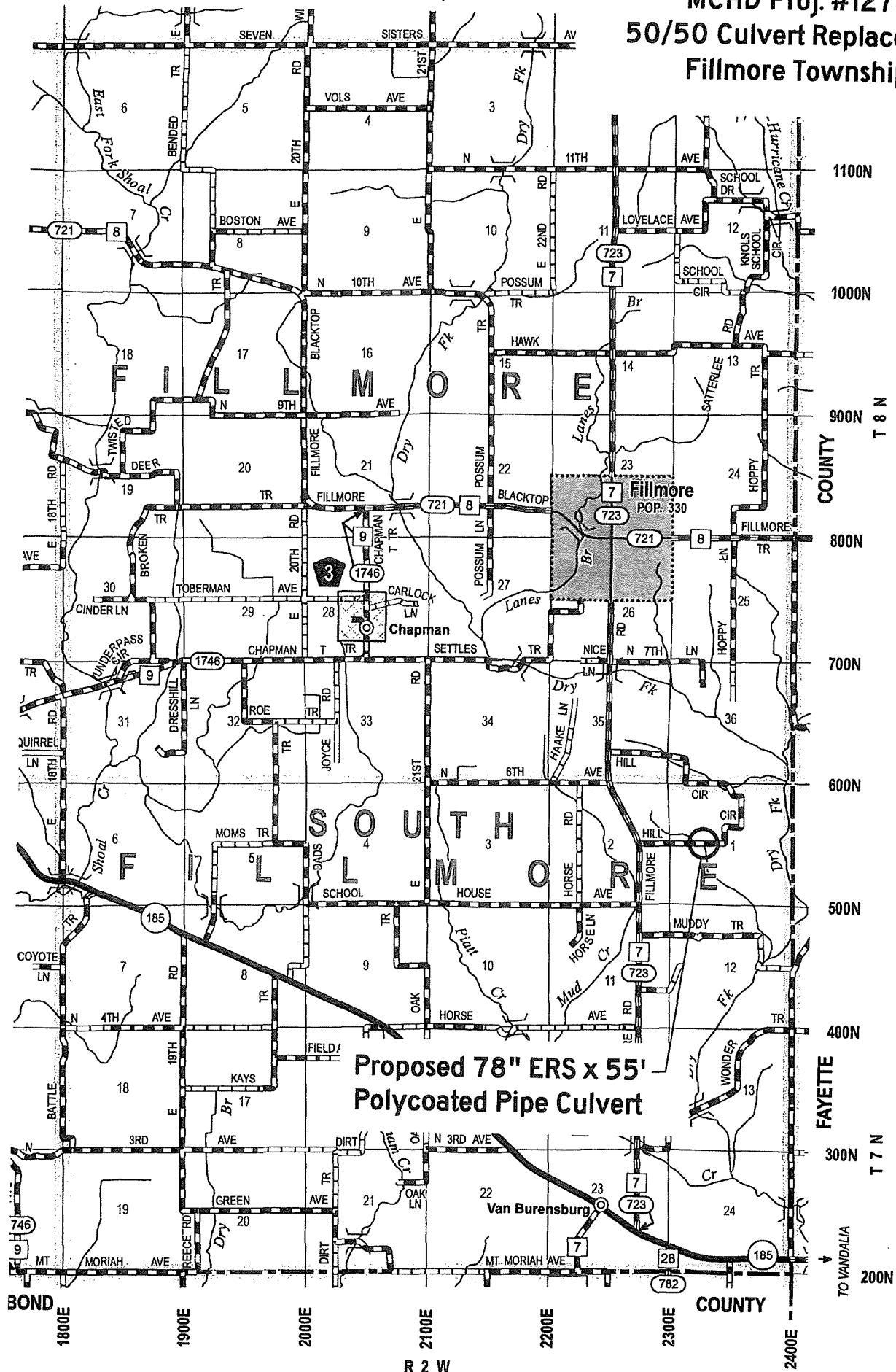
Approved and adopted by the Montgomery County Board this 12th day of August, 2025.


SANDY LEITHEISER, COUNTY CLERK



22259

MCHD Proj. #1276
50/50 Culvert Replacement
Fillmore Township



Contract to Provide REACH

Presented to: Montgomery County, Illinois

22260



Bruce Harris
& Associates

Submitted by:
Bruce Harris & Associates Inc.
19 N. River Street
Batavia, Illinois 60510
630.761.0951
info@bruceharris.com

Date: July 8, 2025

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Statement of Work

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Project Purpose

REACH (Real Estate & Appraisal/Assessment Community Hub) is Bruce Harris & Associates Inc.'s proprietary parcel search solution configured using Esri's ArcGIS Experience Builder and ArcGIS Online. REACH includes the following web experience elements:

- Parcel map
- Parcel search tool
- Parcel filter tool
- View and export search results
- Interactive parcel selection
- Export x, y coordinates
- Esri base map gallery
- Configuration of additional ArcGIS Online hosted layers in the map
- Ability to add data from a variety of sources including: ArcGIS Online, external, and files from a user's computer
- Toggle layers on and off
- Elevation viewer
- Tools to measure, select and draw
- List parcels within a buffered distance
- Print map
- Export data
- Legend
- Bookmarks
- Find my location
- 360° map rotation
- Add data tool - add additional data to your experience by loading data saved to your personal device

Although REACH is based on a standard design, there are many configurable options that can be used to deploy a website meeting the unique needs of each individual client. The REACH deployment also includes the following specifically configured features:

- Logo, jurisdiction name, department, and elected official's name (base deployment includes 1 of each)
- Social media links
- Disclaimer text
- Data filters
- ArcGIS Online hosted layers in the map or hosted layers from the customer's installation of ArcGIS Enterprise (Portal)

Statement of Work

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REACH Advantages

REACH has been developed as an ArcGIS Online Experience Builder solution. Montgomery County will realize the following benefits by completing this project:

- Upgrading to REACH increases performance, stability and security using the best-in-class modern programming frameworks
- Easily configured access levels
- Ability to add data to the map from ArcGIS Online, external sources, and files from a user's computer
- 3D enabled
- REACH can embed external pages
- Includes a tabular search page
- Ability to download search results easily
- Automated tile caching with vector tiles reduces rendering time, processing time and style with less storage space
- Unlimited pages and option to add pages, applications, widgets, page elements and content

Ancillary Benefits of REACH Implementation

Montgomery County can take advantage of additional Esri support, tools, solutions and technology available on ArcGIS Online, including:

- Data hosted in ArcGIS Online can be used in any ArcGIS Online application
- Data storage and backup are maintained by Esri
- Share data, maps and applications with minimal effort
- You can control and manage your content and your audience
- Added report functionality
- Integrated dashboards
- Ability to view data in the field with Field Maps

Supported Browsers

The following browsers are supported:

- Google Chrome version 130 and later
- Microsoft Edge version 130 and later
- Mozilla Firefox version 134 and later
- Mozilla Firefox version 128 (ESR)
- Safari version 17 and later

For best performance and full functionality, users should use the latest version of a browser listed above. Only WebGL-enabled, 64-bit browsers are supported. The website leverages the local storage capabilities (similar to cookies) of the browser. If this storage is disabled, the site

Statement of Work

will not function properly. To learn how to enable local storage, consult the browser's documentation.

22/264

Minimum Requirements

REACH has been developed from an Esri Experience Builder solution where Montgomery County's data can be stored on ArcGIS Online and then added as hosted feature layers to the website. The minimum requirements for Esri's Experience Builder can be found at <https://doc.arcgis.com/en/experience-builder/latest/get-started/requirements.htm>

- Montgomery County must have an ArcGIS Online organization account with a user type that includes privileges to create content **OR** ArcGIS Enterprise 11.x (self-hosted alternative to ArcGIS Online)
- Data hosted on ArcGIS Online
- Adequate credits to support the data stored on ArcGIS Online (a minimum of 1,000 credits is generally recommended)
<https://www.esri.com/en-us/arcgis/products/credits/overview>
- CAMA/Assessment data must be delimited text, .csv, .xlsx or .gdb. Other file formats may not be supported or may require additional costs for BHA to convert to a supportable file format.
- Access to the customer's network using a Remote Monitoring and Management (RMM) client, or using a VPN connection.
- Sufficient user permissions to the customer's network in order to run scheduled tasks, and other scripts to deliver CAMA/Assessment/GIS data to BHA.

Montgomery County Action Items Prior to Project Start

The following list of requirements must be in place prior to BHA starting the REACH project:

- Provide BHA with administrative rights to install software
- Montgomery County's ArcGIS Online account has been created and configured, the data noted in the Scope of Work has been saved to ArcGIS Online, and BHA has access to the account with Creator level credentials
- Montgomery County has provided BHA with a list of requirements including
 - Logo, jurisdiction name, department, and elected official's name
 - Disclaimer language
 - Hosted feature layers:
 - Already symbolized or the County agrees to use BHA's standard symbology
 - Table joins and relates completed

Statement of Work

- Montgomery County's hosted feature layers in ArcGIS Online have been processed
 - All hosted feature layers have been projected in Web Mercator EPSG:3857.
- REACH limitations if data has not been projected to Web Mercator include:
- Data widget is limited to only content that can overlay the basemap.
 - Esri's basemaps can not be used
 - REACH's elevation profile and 3D option are unavailable

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Project Management

In order to assure project performance, BHA will assign a Project Manager. The Project Manager will assist with the following:

- Schedule meetings/discovery sessions, as needed
- Provide regular reporting updates to track and analyze progress
- Assign a project schedule
- Report change requests and impacts on the project schedule

Meetings

BHA staff will initiate the project through a series of virtual meetings to keep Montgomery County up to date and assure the project meets Montgomery County's expectations. As part of the project initiation, a project kick-off meeting will be held. After completion of the kick-off meeting, BHA will organize additional discovery meetings, as needed. BHA may also schedule technical meetings with Montgomery County, to review project updates and to address questions.

Reporting

The Project Manager will provide monthly status reports that outline the status of the project. The status report will also identify any risks or issues that will impact the project performance and document and change requests by Montgomery County that could delay the project schedule. Once the final deliverable has been accepted BHA will send Montgomery County a sign off form to document the project completion.

Scheduling

The Project Manager will develop an initial project schedule once the contract is signed. A detailed project schedule will be drafted once all project details have been finalized. This generally occurs after all discovery meetings have been completed. Schedule delays due to change requests will be documented in the status reports.

Change Requests

Anything not explicitly identified in the project scope will be deemed out of scope and charges will be assessed at the established hourly rate. Any additional Export, Transform and Load

Statement of Work

scripting that results from schema or data formatting variation will be billed separately at the established hourly rate. All change requests will be documented in the status report.

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Technical Meetings

As part of the project initiation, an initial discovery meeting will be held. After completion of the discovery meeting, BHA may schedule additional technical meetings with Montgomery County to address any follow-up questions.

During the initial discovery meeting the following topics will be covered:

- Project team introductions
- Project communication
- Review of the action item checklist
- Discussion of the change management process

Scope of Work

Task 1.1 Requirements Review

BHA will review Montgomery County's responses to the required documentation from the action items, as well as Montgomery County's data extract and confirmed options for REACH configuration.

Task 1.2 Data Configuration

BHA will configure Montgomery County's CAMA/Assessment data and develop an Extract, Transform and Load (ETL) in order to populate REACH.

- Create an S3 bucket
- Install and configure AWS Tools for Powershell
- Create a Powershell script to sync data to S3 bucket
- Extract and upload the ETL
- Configure the data sources in the REACH ArcGIS Pro project

Task 1.3 REACH Configuration

BHA will configure the following elements based on the action item list received prior to the start of the project:

- Develop Montgomery County's REACH site in Experience Builder to include:
 - Parcel map - A web map displayed in web mercator because the data widget is limited to only content that can overlay the basemap.
 - Option to zoom in and out
 - Default map view - Zooms out to the furthest extent
 - Find my location - Zooms to your current location

Statement of Work

- 22267
- North arrow - Reset map orientation to the north with a click
 - Select by rectangle - Shortcut search tool
 - Color-matched top banner with the logo image and client's preferred titling
 - Links - Montgomery County preferred html links to other sites and/or social media links
 - Disclaimer language - Montgomery County's preferred site disclaimer language will be added
 - Legend - The legend will be configured to depict the layer symbolization (*anything converted to vector tiles, such as annotation, does not show in the legend*)
 - Bookmarks - Users have the option to bookmark areas commonly searched
 - Tools to measure, draw and buffer
 - Elevation profile viewer - Evaluate the elevation change between 2 points, review profile statistics, and export profile
 - Export x, y coordinates - Clicking anywhere in the parcel map will provide x, y coordinates which can be copied to the clipboard
 - Print widget configuration
 - Search parcel information table - Search the table by parcel number, address or owner with the option to select parcels
 - Zoom to selection
 - Set location
 - Pan to
 - Show on the map
 - Export as .json, .csv, .geojson or export to item
 - Parcel filter tool
 - Filter the parcel dataset with up to 5 independent criteria and one custom filter
 - Hosted feature layers
 - Toggle data layers on and off
 - Change transparency
 - Add data tool

Task 1.4 Configuration and Processing

The contract includes the following additional services and product options in association with standing up REACH:

- **Hosted layer and filter configuration**
 - Layers - BHA will use its product symbology template unless the County has established style templates in ArcGIS Online.
 - Vector Tile Static
 - Soils
 - Vector Tile Updated Monthly

Statement of Work

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- Parcel Lines
- Landuse
- Corporate
- Acreage
- Government Lot Numbers
- Hydrography Text
- Miscellaneous Text
- Original Block Numbers
- Railroad Names
- Road Names
- Route Numbers
- Right of Way Dimensions
- Township Names
- Vacated Text
- Section Numbers
- Block Numbers
- Condominium Codes
- Lot Dimensions
- Lot Numbers
- Parcel Dimensions
- Parcel Numbers
- Section Survey Dimensions
- Subdivision Codes
- Symbols
- Sections
- Political Townships
- Dynamic Static
 - Drainage Districts
 - Townships
 - Prior Enterprise Zones
 - TIF Districts
 - Business Districts
 - Enterprise Zones 2018
 - Tax Districts
 - Precincts
 - County Board Districts
 - Witt Wards
 - Litchfield Wards
 - Litchfield Zoning District Boundaries
 - IL House Districts 2022

Statement of Work

22/269

- IL Senate Districts 2022
- US Congress Districts 2022
- Fire Districts/ Service Areas
- School Districts
- Dynamic Data Updated Monthly
 - Condos
 - Subdivisions
 - Right of Ways
 - Polling Places
 - Parcel Information
 - Boundaries
 - Coal Rights
- Search
 - Owner Name
 - Property Address
 - Parcel ID
- Filters - BHA may process the data, create table joins, etc., but only at an additional cost.
 - Year Built
 - 1st Floor ft²
 - Assessed Value
 - Sale Price
 - Sale Date
 - Sale Type
 - Valid Sale
 - Document Number
 - Property Class
 - Township
 - Create Your Own Filter

**BHA cannot guarantee the satisfactory rendering performance of REACH with more than 6 total layers (including the tax parcel layer). As with any web map, rendering speed is degraded in proportion to the number of layers that are being loaded and displayed in the map.*

- **Pop Up** - The pop up will include the following:
 - Links
 - Pictometry
 - Google Street View
 - Google Directions
 - DevNet Wedge
 - Parcel Number

Statement of Work

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- Owner Name
- Property Address
- Book Number
- Acres
- Value
- **Advanced labeling** - BHA will transform Montgomery County's labels so the additional text is visible. The advanced labeling also conforms to the scale and orientation of the map. *Note: Vector tiles do not have symbology in the legend.*
 - Acreage
 - Government Lot Numbers
 - Hydrography Text
 - Miscellaneous Text
 - Original Block Numbers
 - Railroad Names
 - Road Names
 - Route Numbers
 - Right of Way Dimensions
 - Township Names
 - Vacated Text
 - Section Numbers
 - Block Numbers
 - Condominium Codes
 - Lot Dimensions
 - Lot Numbers
 - Parcel Dimensions
 - Parcel Numbers
 - Section Survey Dimensions
 - Subdivision Codes
- **Aerials** - BHA will include the Eagleview Connect WMTS files for the aerials available (based on the County's subscribed Eagleview services). *The County will need to contact Eagleview to confirm the years available.*
- **Data transformation** - Transform data into file formats or update the coordinate system to be viewable in REACH, modify symbology based on Montgomery County standards and modify hosted feature layers to Web Mercator EPSG:3857
- **Export, Transform & Load** - BHA will develop scripts to automate scheduled updates of REACH monthly
- **Oblique imagery** - BHA will integrate Montgomery County's oblique imagery links into REACH. Minimum requirements include:
 - Latitude and Longitude for each parcel
 - API key generated by the imagery vendor for each parcel

Statement of Work

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Task 1.5 Internal Testing and Review

BHA will perform an internal review before providing the demonstration for testing by Montgomery County.

Task 1.6 User Acceptance Testing (UAT)

Montgomery County will assign staff to work with BHA to review and test the product.

- BHA will provide a demo, via Zoom prior to handing off REACH for UAT.
- Montgomery County will have 5 business days to review the product and provide feedback to BHA.
- BHA will make revisions based on the contracted REACH element functionality. BHA will have 5 business days to troubleshoot issues, make revisions and internally test.
- BHA will forward a sign off form for formal acknowledgement that the product has been accepted. The warranty period starts once the sign off form has been completed by both parties. Montgomery County has 5 business days to sign and return the sign off form or the warranty period becomes null and void.

BHA Responsibilities:

- Schedule and conduct discovery and technical meeting(s), as needed
- Review the action item checklist with Montgomery County
- Develop a project schedule
- Complete REACH configuration
- Conduct testing
- REACH demonstration
- Complete in scope revisions in the agreed timeframe
- Schedule Change Requests, as needed
- Provide project Sign Off Form

Montgomery County Responsibilities:

- Complete the tasks outlined in the action item checklist prior to BHA starting the project
- Provide BHA with the details requested in the action item checklist
- Participate in project discovery and technical meetings
- Provide BHA access to Montgomery County's ArcGIS Online account with Creator level credentials
- Montgomery County will provide access to a machine with a connection to the databases where the data will be extracted
- Conduct UAT and provide feedback in the agreed timeframe
- Complete the project Sign Off Form

Assumptions:

- Montgomery County agrees to accept BHA's REACH default symbology. Customized cartography is available at an additional cost.

Statement of Work

- Montgomery County has provided all necessary details regarding lists of fields to be used for searches/results/reports, and aliases for any field names.
- Should the ETL require a data transfer from a Montgomery County server, Montgomery County agrees to provide BHA with appropriate VPN access and privileges to install software on the specific server and the "Log in as batch job" privilege for the purpose of automating the upload of data from the server to a BHA-owned AWS S3 Bucket via a PowerShell ps1 script. Montgomery County agrees to provide an exception for this Powershell script in the security software(s) settings if security policies are found to be preventing successful uploads.
- The format, schema of data and transfer methodology agreed upon at the start of the project must remain static for the duration of the hosting term. Post-deployment ETL and/or REACH site reconfiguration, should it ever become necessary, will be provided by BHA at an additional cost.
- BHA is not responsible for Esri software issues and bugs. However, BHA may open a customer support ticket with Esri on Montgomery County's behalf if the bug has not been previously documented.
- BHA is not responsible for administrative changes or events that may occur on the Montgomery County network and servers that impact data uploads for Hosted ETLs. Should it become necessary to accommodate changes in policy or environment that impact ETL uploads, BHA will (upon request) troubleshoot and attempt to fix the broken processes (where sufficient privileges exist to do so) at additional cost.
- BHA will be allowed to either maintain or have access to a Creator level account on Montgomery County's ArcGIS Online organization for the purpose of publishing and updating the hosted features used in the REACH Map and also for the initial transfer, deployment and configuration of the REACH template pages.

Warranty and Subscription Support

BHA guarantees the configuration of the widgets developed in REACH, per the scope and requirements defined, for 30 calendar days after final acceptance by Montgomery County. Montgomery County will subscribe to REACH Subscription Support. The subscription covers:

- Access to BHA's Help Desk ticketing system
- Hosting and maintenance of the ETL
- Python functionality updates
- Website domain fees

The subscription does not cover:

- Data updates, not included in the ETL
- Conversion of new data to web mercator
- Caching aerial imagery

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Statement of Work

- Loading new data to AGOL
- Changes to the ETL due to data changes or logic changes
- Updates to a new CAMA vendor
- AGOL or Portal issues
- CAMA data delivery problems or data format issues
- Enhancements, etc.

22273

Support:

- BHA will provide support for issues that arise with the configuration of the widgets developed per scope

Restrictions:

- BHA does not warranty changes made to REACH by Montgomery County or a third party vendor after acceptance
- BHA is not responsible for Montgomery County's
 - Third party vendor applications
 - Data quality issues
 - Connectivity
 - Performance of additional hosted feature layers, if over 5 are added

BHA Responsibilities:

- Acknowledge, in writing, receipt of Montgomery County's technical support requests within 48 hours
- Troubleshoot and resolve the issue within 5 business days or escalate issues and potential bugs to Esri

Montgomery County Responsibilities:

- Montgomery County will make no modifications to REACH during the 30 day warranty period
- Montgomery County will notify BHA of any issues in writing within 48 hours of experiencing issues with the REACH elements developed for Montgomery County

Deliverables:

- 30 calendar day warranty
- Technical support, as described above

Project Length and Cost

A REACH project will take **2 months** from project action items being completed by the Client and accepted by the Contractor.

Statement of Work

BHA's cost to provide the work and services identified in this contract is **\$22,003.31** and the subscription support rate is **\$752/month** for monthly updates. Prices provided in this contract will be valid for one-hundred and twenty (120) days from the date of this contract, unless otherwise extended.

22274

Terms of Contract

22275

Terms of Contract

1. It is agreed between Bruce Harris & Associates, hereinafter called "Contractor," and Montgomery County hereinafter called "the Client," that all work and services as described in the Scope of Work in this contract will be completed within 2 months of the project action items being completed by the Client and accepted by the Contractor.
2. It is agreed that the Contractor will be paid by Client \$22,003.31 as compensation for the work and services outlined within this contract. Any adjustments to the scope work will be deemed a change management request and will be invoiced at the Contractor's hourly rate as part of a separately executed Consulting Agreement.
3. It is agreed a startup fee equal to 20% of the contract cost will be invoiced upon signing. During the term of the contract, the Contractor will submit monthly reports detailing the work that has been completed or in progress along with progress billings. Client agrees to pay all reasonable invoices within 30 days of receipt.
4. The REACH data updates will be automated to refresh monthly. The Client will pay the Contractor \$752/month as part of the REACH subscription support services. Additional layers added to the REACH website post contract execution will result in an additional monthly charge for the REACH subscription support services.
5. The Client agrees that the deployed REACH templates are the intellectual property of BHA and will not redistribute them to entities outside the jurisdiction of the Client's governance.
6. BHA is not responsible for damages resulting from actions taken by the County or by Public users based upon the data contents of the REACH solution. BHA cannot control or attest to the accuracy of data provided by the CAMA vendor or subsequent data derivatives thereof.
7. It is agreed that if the Contractor fails to fulfill the contract requirements, Client reserves the right to cancel this contract with cause, at any time during the period of the contract. In the event Client cancels this contract with cause, it is agreed the Contractor will have 30 days to gather and return any data that is the property of Client and will be paid the fair value for the services rendered prior to notice of cancellation from Client. Fair value will be based on the hours documented on employee time sheets. The hourly rate will be calculated at the rate of \$196.27 per hour and will not exceed \$22,003.31.
8. Neither party may assign this contract without the prior written consent of the other

Terms of Contract

9. This contract shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Illinois.

22276

This contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the services, should the services differ from those outlined in the contract. Any and all revisions to the contract must be in writing and signed by both parties.

This Contract, as heretofore described, made and entered on this 12th day of August, 2025.

BRUCE HARRIS & ASSOCIATES, INC
Contractor

By: BCH
Bruce C. Harris
President

MONTGOMERY COUNTY
Hillsboro, Illinois

By: [Signature]

Title: Montgomery County Board Chairman

22277



Bruce Harris & Associates

"Modernizing Your Mapping Solutions"

Bruce Harris & Associates, Inc.

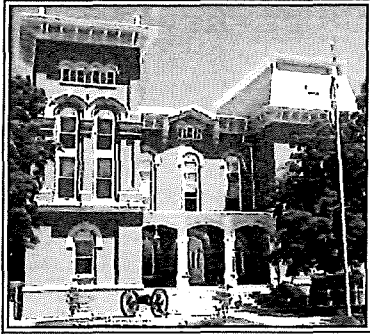
19 N. River St., Batavia, IL 60510

(630) 761-0951

info@bruceharris.com

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**Montgomery County Board
Administration Office**



#1 Courthouse Square

2nd Floor – Room 202

Hillsboro, Illinois 62049

Phone: 217-532-9577

E-Mail: cbadmins@montgomerycountyil.gov

August 19, 2025

TO: Montgomery County Board

RE: Best Practices

The members of the Wooded Acreage Ad Hoc Advisory Committee, gathered at the Historic Courthouse in Hillsboro at their meeting on August 19, 2025 voted in the affirmative to recommend the following Best Practices for the Montgomery County Supervisor of Assessments office.

- The Ad Hoc Committee recommends the county develop a Woodland Acreage page on the county website with a new Montgomery County Parcel Use Form, publications on enrolling in state and federal programs, as well as definitions and deadlines;
- The Ad Hoc Committee recommends the County Board budget \$5,000 in the FY2026 budget for any additional notification expense;
- The Ad Hoc Committee recommends changes in timber classification can only be completed after an on-site visit;
- The Ad Hoc Committee recommends the SOA office fill the Field Assistant vacancy;
- The Ad Hoc Committee recommends the SOA office consider adding a second Field Assistant;
- The Ad Hoc Committee recommends the SOA office annually request a review of Sales Ratio Report data by either an outside source or the Board of Review;
- The Ad Hoc Committee recommends the SOA publish notifications of classification changes even if not required by law

Recommend by the Wooded Acreage Ad Hoc Advisory Committee this 19th day of August 2025

AYES: 5 NAYS: 0 PRESENT: ABSTAIN/ABSENT: 2

Russell Beason, Committee Chair

22279

Montgomery County Parcel Use Form

Parcel Information

Landowner Name:	
Contact Number	
Parcel ID(s):	
Township:	
Total Acreage:	
Timbered Acreage:	

1. Timber Production Intent

Describe your primary goals for this woodland area:

- ☐ Long-term timber harvest
- ☐ Intermediate thinning & selective harvest
- ☐ Reforestation of former agricultural/pastureland
- ☐ Currently, livestock pasture
- ☐ Other: _____

2. Tree Species Grown or Managed

List existing or planted trees intended for harvest.

Species	# of Trees to be Planted	Percentage of each Crop	Notes

3. Planned or Completed Management Activities

Activity	Date	Description / Area (acres)
Invasive species removal		
Tree planting		
Timber stand improvement (TSI)		
Trail or access path clearing		
Brush pile / wildlife structure		
Other: _____		

4. Planned Harvest Schedule or Review

Next scheduled review of management plan: _____

Planned first or next harvest (estimate): _____

Notes: _____

Signature

Landowner Signature: _____

Date: _____

Best Practice Date	Procedure	35 ILCS	35 ILCS
1-Jan	Valuation Date for New Year	200/9-175	
5-Jan	Schedule staff training classes for year		
7-Jan	Take annual FOIA Training		
8-Jan	Take annual Open Meetings Act training		
10-Jan	Mail all prior year Final BOR decisions		
12-Jan	Tax cycle meeting w/ Clerk, Treasurer, key staff		
15-Jan	Prepare Final Abstract 260, run IDOR checklist	200/9-250	
20-Jan	Edit and Submit 260 to IDOR		
21-Jan	Prepare Homestead Exemption Forms		
24-Jan	Alert County Clerk of Roll		
24-Jan	Roll tax system to New Year		
24-Jan	Run add/delete homestead exemption list to system		
25-Jan	Mail Homestead Exemption Forms		
26-Jan	Run flat file of tax system		
27-Jan	New year books made available to TA	200/9-100	
28-Jan	Defend Abstract for IDOR questions		
31-Jan	Deadline for Non-homestead exempt affidavits		
1-Feb	Staff meeting for homestead exemption procedures		
5-Feb	Apply new year farm values at TA level in taxing system	200/10-125	
6-Feb	Run analysis of farmland change per township		
10-Feb	Reminder letter to Non-homestead exempts		
15-Feb	Consult County Board Chair about Appointments		
17-Feb	Schedule BOR Exam if required		
17-Feb	Contact Farmland Assmt Review if required	200/10-120	
20-Feb	Assist TA w current year difficult valuations		
25-Feb	Tax cycle meeting #2, w Jan 12 group		
28-Feb	1st Quarter Fiscal Year Office Budget Analysis		
1-Mar	Continue receiving exemption renewals		
10-Mar	Continue previous year exemption sign-up		
12-Mar	Stop line 23, when Clerk locks in "Golden Number"		
15-Mar	Begin C of E's for past year exemption sign ups	200/12-40	
20-Mar	Research Non-homestead exempts w/out Affidavats		
25-Mar	Begin entering new year TA work into Taxing system		
30-Mar	Assist TA with finish of large reassessment projects		
1-Apr	Roll previous year tax roll from Clerk to Treasurer		
2-Apr	Make sure all RETDs are entered & up to date		
4-Apr	Perform all C of E's for previous year (pull tax bill)	200/12-40	
10-Apr	Edit Treasurer test bills from exemption computation		
12-Apr	Tax Cycle Meeting #3: Set bill mail date		
14-Apr	Contact tax system to change website default year		
15-Apr	Notify Farmland Assmt Comm of May dates	200/10-120	
20-Apr	Mail tax bill		
21-Apr	Full assessment staff for two weeks after mailing	200/9-10	
25-Apr	C of E's as required for omitted homestead exemptions		
1-May	Publish Notice of Public Hearing for Farmland Committee		
5-May	Allow staff scheduled time off again, as available		
10-May	Initial meeting with Board of Review, chairman, guidelines	200/16-20	
15-May	Conduct Farmland Public Hearing and Meeting	200/10-120	
25-May	Full assessment staff for 10 days, or until 6/1 1st install	200/9-10	
31-May	2nd Quarter Fiscal Year Office Budget Analysis		
1-Jun	Board of Review comes into session		
1-Jun	1st Installment Tax Due Date		
5-Jun	Help remaining TA w completion of current work		
10-Jun	Complete printing BOR appeal forms		
15-Jun	Deadline for TA work submission for current year	200/9-160	200/9-230
17-Jun	Edit and input TA work until completed		
20-Jun	Continue to receive homestead exemptions till due date		
1-Jul	Due date for current year homestead exemptions		

22281

2-Jul	Target 1st Disbursement date Treasurer to Levy Bodies		
10-Jul	Analysis of TA work and new property		
12-Jul	Complete sales analysis and equilization calculations		
13-Jul	Roll tax system from current year TA to SA to SE		
15-Jul	Apply all new year home improvement exemptions		
16-Jul	Apply township equalization factors on tax system	200/9-210	
18-Jul	Run equalization application analysis		
20-Jul	Varify TA information for Publication and Notices		
25-Jul	Contact newspapers w target publication date(s)		
28-Jul	Begin process for in-house notice printing, or		
28-Jul	E-mail data to change notice printing & mailing vendor		
1-Aug	Generate General Assessment years listings	200/12-10	
1-Aug	Generate non-General Assessment year listing	200/12-10	
1-Aug	Edit publication headers and update	200/9-213	200/9-215
3-Aug	E-mail publication info to newspapers	200/12-5	200/12-10
6-Aug	Review proofs for publication	200/12-10	
10-Aug	Target Publication, and Notice mail date	200/12-10	200/12-30
11-Aug	Begin receiving BOR appeal forms		
12-Aug	Roll taxing system to BOR level	200/9-245	
12-Aug	Generate Tentative Abstract 280 for current year		
15-Aug	Edit & mail Abstract 280 w attachments, & equilization		
15-Aug	Forward copy of publication information to IDOR		
20-Aug	Neighborhood analysis for future year TA work planning		
22-Aug	Complete all current year C of E's prior to 2nd installment		
31-Aug	3rd Quarter Fiscal Year Office Budget Analysis		
1-Sep	Second installment due date		
3-Sep	Analyze current EAV and new property additions		
4-Sep	Generate Levy body new year est of EAV and new property		
10-Sep	Last day of BOR receiving current year value appeals		
11-Sep	Docket all BOR complaints		
12-Sep	Complile preliminary BOR decisions		
15-Sep	Schedule BOR hearings		
20-Sep	Begin holding BOR hearings		
25-Sep	Mail BOR Notice of Proposed Value forms as completed		
1-Oct	Assist Township Assessors w future year value work		
5-Oct	Reminder letter to homestead exemptions not turned in		
10-Oct	Complete all splits and combos for year	200/9-45	
31-Oct	Cut-off for Correction of Errors, prior to Tax sale	200/12-40	
5-Nov	Complile sales analysis of 1st 3 Quarters current year		
5-Nov	Bread down sales per township, and create GIS maps		
5-Nov	Establish areas of over or under-assessment		
10-Nov	Target date for BOR hearing completion.		
20-Nov	Publish Notice of Annual Assessor's Instructional Meeting		
25-Nov	Print new year TA Workbooks per township	200/9-100	
1-Dec	Conduct Annual Assessor's Instructional Meeting	200/9-15	
10-Dec	Print new year non-homestead exemption affidavits		
15-Dec	Mail non-homestead exemption forms		
17-Dec	Print BOR final notices for January mailing	200/12-50	
20-Dec	Drive by all Model Home properties for compliance check	200/10-25	

22282

**WORKFORCE DEVELOPMENT MONTH
MONTGOMERY COUNTY, ILLINOIS, BOARD PROCLAMATION
SEPTEMBER 9, 2025**

WHEREAS, Investment in the education, training, and career advancement of Montgomery County's workforce is crucial to the ability of the county and state to compete in the global economy and to achieve economic equity; and

WHEREAS, Montgomery County employers need more workers with in-demand skills to meet the needs of their businesses and communities; and

WHEREAS, Welcoming all residents who need to work into the labor force in a meaningful way is critical to the strength of Montgomery County's employers and workers; and

WHEREAS, Workforce Services Division of Montgomery County and its partners in the workforce system help job seekers identify their interests and skills, and assist them in developing a strong job search strategy, leading to fulfilling employment; and

WHEREAS, Aligning the workforce development system with employer needs and preparing job seekers to enter family-sustaining employment are among the strategies to address employment and economic disparities based on race, disability, age, gender, veteran status, national origin, or justice-system involvement; and

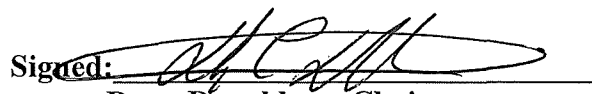
WHEREAS, The Workforce Development Board prioritizes collaboration among all members of the local workforce development system, including industry partners, workforce development entities, educational institutions, labor unions, and community-based organizations, which is critical to system alignment and preparing a workforce to meet the labor needs; and

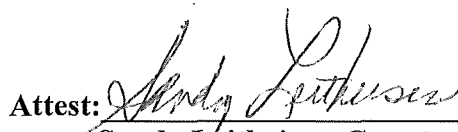
WHEREAS, Montgomery County's participation in the Workforce Development Board proactively engages customers, works to achieve equity, and focuses on flexibility to provide tailored resources to help meet the needs of all Montgomery County employers and residents seeking employment; Now, Therefore, Be It

PROCLAIMED, The Montgomery County Board declares the month of September 2025 as Workforce Development Month in Montgomery County.

PASSED by the Board of Montgomery County this 9th day of September 2025.

AYES: 12 **NAYS:** 0 **PRESENT:** 12 **ABSTAIN/ABSENT:** 0

Signed: 
Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk

22|283

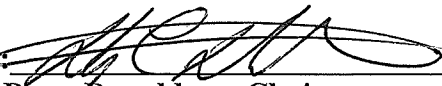
Montgomery County Board

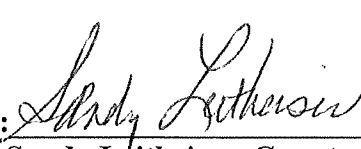
Holiday Schedule for Year 2026

January 1, 2026	New Year's Day	Thursday
January 19, 2026	Martin Luther King Day	Monday
February 16, 2026	President's Day	Monday
April 3, 2026	Good Friday	Friday
May 25, 2026	Memorial Day	Monday
July 3, 2026	Independence Day	Friday
September 7, 2026	Labor Day	Monday
October 12, 2026	Columbus Day	Monday
November 3, 2026	Election Day	Tuesday
November 11, 2026	Veteran's Day	Wednesday
November 26, 2026	Thanksgiving Day	Thursday
November 27, 2026	Day after Thanksgiving	Friday
December 24, 2026	Christmas Eve	Thursday
December 25, 2026	Christmas Day	Friday

APPROVED by the Board of Montgomery County this 9th day of September 2025.

AYES: 12 NAYS: 0 PRESENT: 12 ABSTAIN/ABSENT: 2

Signed: 
Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk

22/284

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2025-08

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

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

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

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1277 Ocone Rd.	Montgomery County	100 %	\$25,000.00
		%	

TOTAL = 100 % \$25,000.00

BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 9th day of September, 2025.

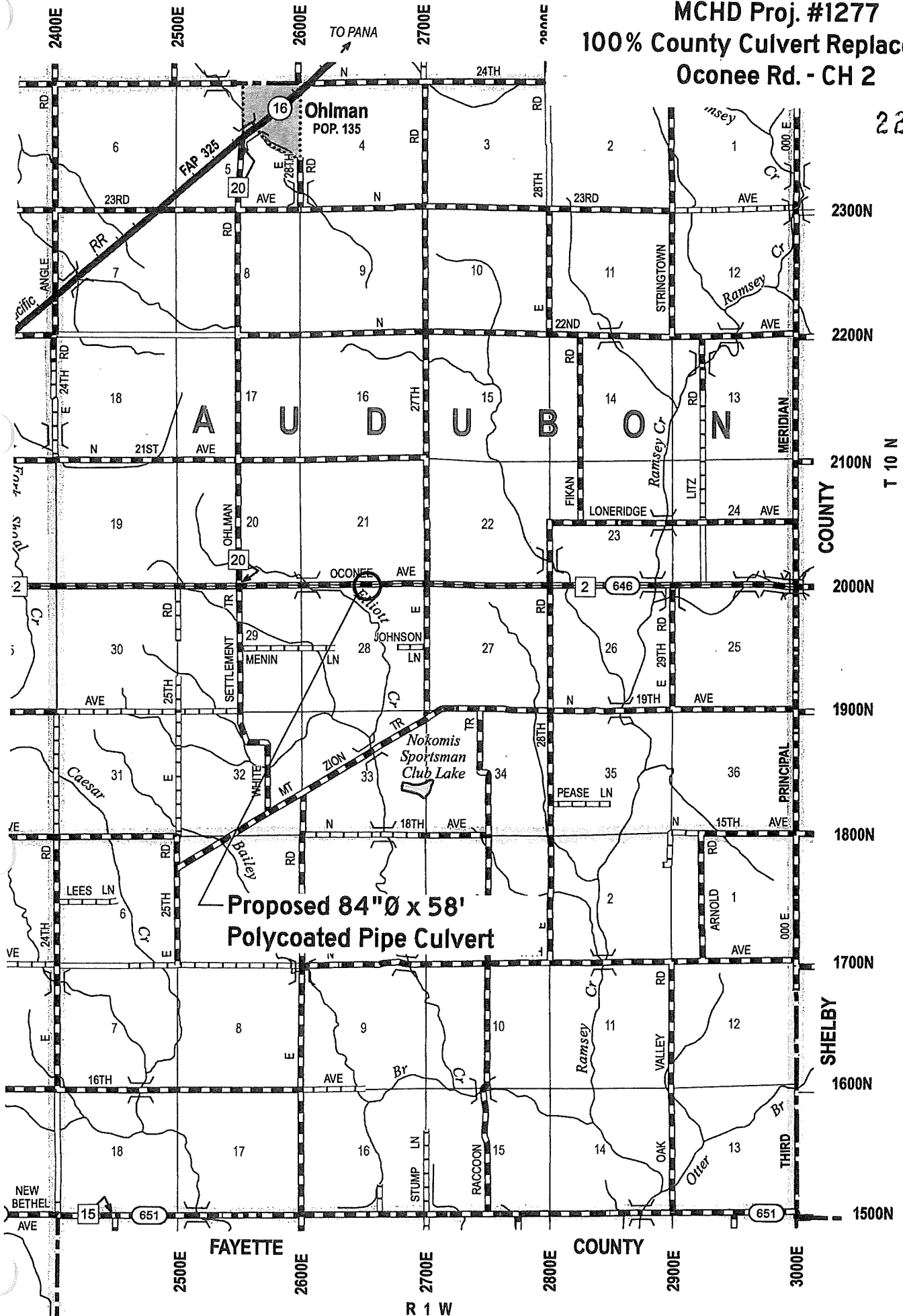

SANDY LEITHEISER, COUNTY CLERK



R 1 W

MCHD Proj. #1277
100% County Culvert Replacement
Oconee Rd. - CH 2

22285



22286

09-25-001

RESOLUTION

0125006Y



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-15-452-001, 002

As described in certificates(s) : 2021-00193, 2021-00192 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

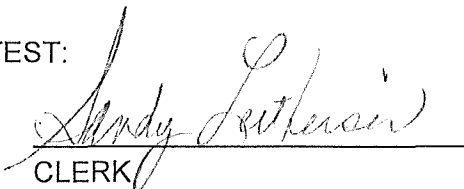
WHEREAS, CHAUSSE FAMILY LLC, has bid \$1,588.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,050.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,588.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,050.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-25-001

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-231-011

As described in certificates(s) : 2018-00383 sold October 2019

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Witt, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2015

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-231-014

As described in certificate(s) : 2021-00425 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Witt, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

22289

09-25-004

RESOLUTION

0825058U



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-07-129-023

As described in certificates(s) : 2021-00029 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, PJ PROPERTIES USA LLC, has bid \$3,815.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$2,795.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,815.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,795.25 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:

Andy Luthers
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-25-004



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-22-427-003

As described in certificates(s) : 2021-00202 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

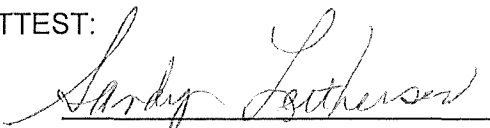
WHEREAS, ANDREW GRADEN, has bid \$1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$462.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$462.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2015

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-22-427-007

As described in certificates(s) : 2021-00203 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, ANDREW GRADEN, has bid \$1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$462.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$462.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

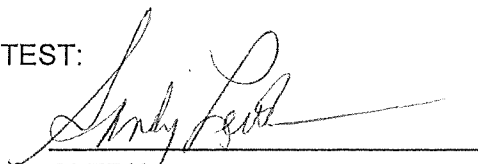
ADOPTED this

9th

day of

September 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-477-016

As described in certificates(s) : 2021-00332 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

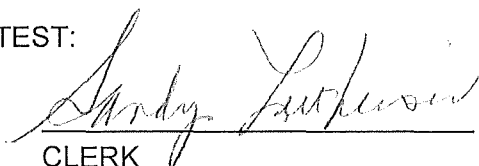
WHEREAS, PIGGY BANK INVESTMENT PROPERTIES, LLC, has bid \$1,023.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$485.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,023.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$485.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-437-001

As described in certificate(s) : 2021-00168 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

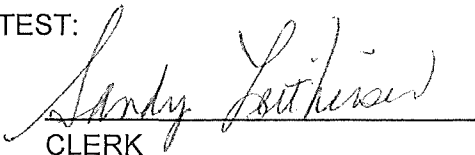
WHEREAS, VILLAGE OF IRVING, has bid \$900.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$362.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$900.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$362.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-455-003

As described in certificates(s) : 2021-00170 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

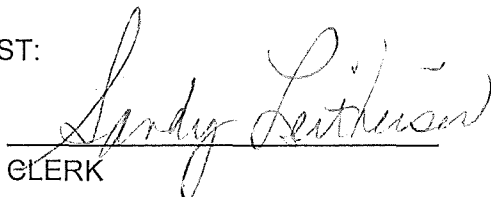
WHEREAS, PIGGY BANK INVESTMENT PROPERTIES, LLC, has bid \$1,223.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$685.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,223.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$685.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-381-003

As described in certificates(s) : 2016-00454 sold October 2017

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, ROCKY BAY, LLC, has bid \$850.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$312.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$850.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$312.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2015

ATTEST:

Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-360-004

As described in certificate(s) : 2021-00035 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

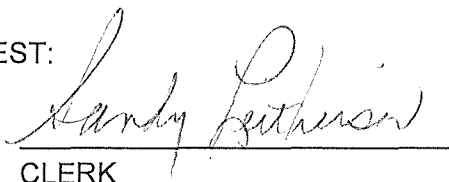
WHEREAS, STONE WAY LLC, VALERIA ESPINOZA, has bid \$2,100.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,509.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,100.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,509.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

22/97

09-25-013

RESOLUTION

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WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GRISHAM TOWNSHIP

PERMANENT PARCEL NUMBER: 20-22-383-034

As described in certificates(s) : 2021-00077 sold October 2022

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.


WHEREAS, PIGGY BANK INVESTMENT PROPERTIES, LLC, has bid \$1,023.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$485.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,023.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$485.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 9th day of September, 2025

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

09-25-013

22298

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF MONTGOMERY, ILLINOIS**

2025CO 13

**A RESOLUTION AMENDING RESOLUTION 2022CO-2:
ESTABLISHING CIVIL FEES AND
CRIMINAL AND TRAFFIC ASSESSMENTS
TO BE COLLECTED BY THE CLERK OF THE CIRCUIT COURT**

WHEREAS, Resolutions #2003-17; #2004-01; #2009-15; #2019CO-05 and #2022CO-02 of the Montgomery County currently set forth the fees authorized by the County Board to be collected in both civil and criminal cases in Montgomery County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be collected in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks ; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to collect for services, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 135/ et seq., sets out minimum fines and assessments to be ordered by the court in criminal and traffic cases and disbursed by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County’s portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County’s general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Montgomery, Illinois, that Resolutions ##2003-17; #2004-01; #2009-15; #2019CO-05 and #2022CO-02 of Montgomery County are hereby repealed in their entireties and replaced with the following:

Civil Fees and Criminal Assessments

Civil fees and criminal assessments shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, and the Criminal and Traffic Assessment Act, 705 ILCS 135/ et seq.

Civil Fees.

- A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b.
- B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$306.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
- (1) Court Automation Fund: \$20.00
 - (2) Court Document Storage Fund: \$20.00
 - (3) Circuit Court Clerk Operation and Administrative Fund: \$5.00
- b. \$11.00 to be remitted to the State Treasurer and deposited as follows:
- (1) Access to Justice Fund: \$2.00
 - (2) Supreme Court Special Purposes Fund: \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
- (1) Circuit Clerk Filing Cost: \$100.00
 - (2) Court System Fund: \$100.00
 - (3) Judicial Security Fund: \$50.00

2. SCHEDULE 2: \$256.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
- (1) Court Automation Fund: \$20.00
 - (2) Court Document Storage Fund: \$20.00
 - (3) Circuit Court Clerk Operation and Administrative Fund: \$5.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
- (1) Access to Justice Fund: \$2.00
 - (2) Supreme Court Special Purposes Fund: \$9.00

- c. \$200.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) Circuit Clerk Filing Cost: \$50.00
 - (2) Court System Fund: \$100.00
 - (3) Judicial Security Fund: \$50.00

3. SCHEDULE 3: \$89.00 to be divided as follows:

- a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - (1) Court Automation Fund: \$10.00
 - (2) Court Document Storage Fund: \$10.00
 - (3) Circuit Court Clerk Operation and Administrative Fund: \$2.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Access to Justice Fund: \$2.00
 - (2) Supreme Court Special Purposes Fund: \$9.00
- c. \$56.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) Circuit Clerk Filing Cost: \$26.00
 - (2) Court System Fund: \$15.00
 - (3) Judicial Security Fund: \$15.00

4. SCHEDULE 4: \$0.00

- C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$181.00 to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - (1) Court Automation Fund: \$20.00
 - (2) Court Document Storage Fund: \$20.00
 - (3) Circuit Court Clerk Operation and Administrative Fund: \$5.00
- b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Access to Justice Fund: \$2.00
 - (2) Supreme Court Special Purposes Fund: \$9.00
- c. \$125.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) Circuit Clerk Filing Cost: \$55.00
 - (2) Court System Fund: \$35.00
 - (3) Judicial Security Fund: \$35.00

2. SCHEDULE 2: \$109.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - (1) Court Automation Fund: \$5.00
 - (2) Court Document Storage Fund: \$5.00
 - (3) Circuit Court Clerk Operation and Administrative Fund: \$0.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Supreme Court Special Purposes Fund: \$9.00
- c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) Circuit Clerk Filing Cost: \$46.00
 - (2) Court System Fund: \$22.00
 - (3) Judicial Security Fund: \$22.00

3. SCHEDULE 3: \$0.00

D. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

- 1. Alias summons or citation: \$5.00
- 2. Counterclaim/Cross Claim/Third Party Complaint
Counterclaim or third party complaint. When any defendant files a counterclaim or third party complaint, as part of the defendant's answer or otherwise, the defendant shall pay a filing fee for each counterclaim or third party complaint in an amount equal to the filing fee the defendant would have had to pay had the defendant brought a separate action for the relief sought in the counterclaim or third party complaint, less the amount of the appearance fee, if any, that the defendant has already paid in the action in which the counterclaim or third party complaint is filed..
- 3. Jury services: \$212.50
- 4. Change of venue: \$40.00
- 5. Petition to vacate or modify:
 - a. If filed within 30 days: \$50.00
 - b. If filed after 30 days: \$75.00
 - c. Notice sent to Secretary of State: \$40.00
- 6. Appeals preparation:
 - a. If record is 100 pages or less: \$50.00
 - b. If record is between 100 and 200 pages: \$100.00
 - c. If record is 200 pages or more: Add'l fee of \$0.25 per page
- 7. Garnishment, wage deduction, and citation proceedings:
 - a. Amount in controversy \$1,000 or less: \$15.00
 - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
 - c. Amount in controversy greater than \$5,000: \$50.00

8. Collections:
 - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
 - b. In child support and maintenance cases: \$36 annually to be deposited in the Maintenance and Child Support Collection Fund
 - c. Certifications to Secretary of State pursuant to Section 7-703 of the Illinois Vehicle Code: \$5.00
 - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
9. Mailing: \$10.00 plus the cost of postage
10. For each certified copy of a judgment, following the first copy: \$10.00
11. Certification, authentication, and reproduction:
 - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
 - b. Reproduction of any document contained in the Clerk's files:
 - (1) \$2.00 for the first page
 - (2) \$0.50 per page for the next 19 pages
 - (3) \$0.25 per page for all additional pages
12. For each record search, within a division or municipal district: \$6.00 for each year searched
13. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
14. Performing a marriage in court: \$10.00 to be deposited into the Marriage/Civil Union Fund
15. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
16. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records (Except as provided in Sections 1-19 and 5-915 of the Juvenile Court Act of 1987: \$0.00)
17. Transcripts of Judgment. For the filing of a transcript of judgment, the clerk may collect the same fee as if it were the commencement of a new suit.
18. Probate filings:

- a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
 - b. Filing a claim:
 - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
 - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
 - (3) Amount claimed greater than \$10,000: \$60.00
 - c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00
 - d. For a jury demand: \$137.50
 - e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
 - f. For each exemplification: \$2.00 plus the fee for certification
19. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00
20. For any check, draft, or other bank instrument returned to the clerk for non-sufficient funds, account closed, or payment stopped: \$25.00
21. Unpaid Fees:
- a. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
 - b. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Criminal Assessments.

- A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 , and shall be distributed as set forth herein.
- B. Schedules:
- 1. SCHEDULE 1: Generic Felony Offenses
 - a. The Clerk shall collect \$549.00 and remit as follows:
 - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$255.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$85.00

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- ii. Court System Fund: \$60.00
 - iii. Judicial Security Fund: \$50.00
 - iv. State's Attorney Fund: \$55.00
 - v. Drug Court Fund: \$5.00
 - (e) \$10.00 to the Child Advocacy Center Fund
 - (f) \$2.00 to the State's Attorney Records Automation Fund
 - (g) \$2.00 to the Public Defender Records Automation Fund
 - (h) \$20.00 to the County Jail Medical Costs Fund
 - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$195.00 to the State Treasurer

2. SCHEDULE 2: Felony DUI Offenses

- a. The Clerk shall collect \$1,709.00 and remit as follows:
- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$300.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$125.00
 - ii. Court System Fund: \$60.00
 - iii. Judicial Security: \$50.00
 - iv. State's Attorney: \$55.00
 - v. Drug Court: \$5.00
 - vi. Victim Impact Panel: \$5.00
 - (e) \$10.00 to the Child Advocacy Center Fund
 - (f) \$2.00 to the State's Attorney Records Automation Fund
 - (g) \$2.00 to the Public Defender Records Automation Fund
 - (h) \$20.00 to the County Jail Medical Costs Fund
 - (i) \$20.00 to the Probation and Court Services Fund
 - (2) \$1,110.00 to the State Treasurer
 - (3) \$200.00 to the treasurer of the unit of government of the arresting agencies

3. SCHEDULE 3: Felony Drug Offenses

- a. The Clerk shall collect \$2,215.00 and remit as follows:
- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$255.00 to the County General Fund to be distributed as follows:

- i. Circuit Clerk Filing Cost: \$85.00
- ii. Court System Fund: \$60.00
- iii. Judicial Security Fund: \$50.00
- iv. State's Attorney Fund: \$55.00
- v. Drug Court Fund: \$5.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,861.00 to the State Treasurer

4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$255.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$85.00
 - ii. Court System Fund: \$60.00
 - iii. Judicial Security Fund: \$50.00
 - iv. State's Attorney Fund: \$55.00
 - v. Drug Court Fund: \$5.00
 - (e) \$10.00 to the Child Advocacy Center Fund
 - (f) \$2.00 to the State's Attorney Records Automation Fund
 - (g) \$2.00 to the Public Defender Records Automation Fund
 - (h) \$20.00 to the County Jail Medical Costs Fund
 - (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$185.00 to the County General Fund to be distributed as follows:

- i. Circuit Clerk Filing Cost: \$55.00
- ii. Court System Fund: \$50.00
- iii. Judicial Security Fund: \$50.00
- iv. State's Attorney Fund: \$25.00
- v. Drug Court Fund: \$5.00
- (f) \$10.00 to the Child Advocacy Center Fund
- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund

(2) \$155.00 to the State Treasurer

(3) \$2.00 to the treasurer of the unit of government of the arresting agencies

6. SCHEDULE 6: Misdemeanor DUI Offenses

a. The Clerk shall collect \$1,381.00 and remit as follows:

- (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$225.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$85.00
 - ii. Court System Fund: \$55.00
 - iii. Judicial Security Fund: \$50.00
 - iv. State's Attorney Fund: \$30.00
 - v. Drug Court Fund: \$5.00
 - vi. Victim Impact Panel Fund: \$5.00
 - (f) \$10.00 to the Child Advocacy Center Fund
 - (g) \$2.00 to the State's Attorney Records Automation Fund
 - (h) \$2.00 to the Public Defender Records Automation Fund
 - (i) \$10.00 to the County Jail Medical Costs Fund
 - (j) \$20.00 to the Probation and Court Services Fund

(2) \$707.00 to the State Treasurer

(3) \$352.00 to the treasurer of the unit of government of the arresting agencies

7. SCHEDULE 7: Misdemeanor Drug Offenses

a. The Clerk shall collect \$905.00 and remit as follows:

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- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$185.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$55.00
 - ii. Court System Fund: \$50.00
 - iii. Judicial Security Fund: \$50.00
 - iv. State's Attorney Fund: \$25.00
 - v. Drug Court Fund: \$5.00
 - (f) \$10.00 to the Child Advocacy Center Fund
 - (g) \$2.00 to the State's Attorney Records Automation Fund
 - (h) \$2.00 to the Public Defender Records Automation Fund
 - (i) \$10.00 to the County Jail Medical Costs Fund
 - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of government of the arresting agencies

8. SCHEDULE 8: Misdemeanor Sex Offenses

- a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$185.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$55.00
 - ii. Court System Fund: \$50.00
 - iii. Judicial Security Fund: \$50.00
 - iv. State's Attorney Fund: \$25.00
 - v. Drug Court Fund: \$5.00
 - (f) \$10.00 to the Child Advocacy Center Fund
 - (g) \$2.00 to the State's Attorney Records Automation Fund
 - (h) \$2.00 to the Public Defender Records Automation Fund
 - (i) \$10.00 to the County Jail Medical Costs Fund
 - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of government of the arresting agencies

9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$150.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$30.00
 - ii. Court System Fund: \$30.00
 - iii. Judicial Security Fund: \$50.00
 - iv. State's Attorney Fund: \$25.00
 - v. Drug Court Fund: \$5.00
 - vi. Victim Impact Panel Fund: \$10.00
- (2) \$97.00 to the State Treasurer
- (3) \$25.00 to the treasurer of the unit of government of the arresting agencies

10. SCHEDULE 10: Minor Traffic Offenses

a. The Clerk shall collect \$226.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$115.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$30.00
 - ii. Court System Fund: \$25.00
 - iii. Judicial Security Fund: \$25.00
 - iv. State's Attorney Fund: \$25.00
 - v. Drug Court Fund: \$5.00
 - vi. Victim Impact Panel Fund: \$5.00
- (2) \$46.00 to the State Treasurer
- (3) \$12.00 to the treasurer of the unit of government of the arresting agencies

11. SCHEDULE 10.5: Truck Weight and Load Offenses

a. The Clerk shall collect \$260.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (d) \$115.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$30.00
 - ii. Court System Fund: \$25.00
 - iii. Judicial Security Fund: \$25.00
 - iv. State's Attorney Fund: \$25.00
 - v. Drug Court Fund: \$5.00
 - vi. Victim Impact Panel Fund: \$5.00
- (2) \$92.00 to the State Treasurer

12. SCHEDULE 11: Conservation Offenses

a. The Clerk shall collect \$195.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$115.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$35.00
 - ii. Court System Fund: \$25.00
 - iii. Judicial Security Fund: \$25.00
 - iv. State's Attorney Fund: \$25.00
 - v. Drug Court Fund: \$5.00
- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of government of the arresting agencies

13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required – Minor Traffic Offenses)

a. The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund

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- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$47.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$17.00
 - ii. Court System Fund: \$5.00
 - iii. Judicial Security Fund: \$5.00
 - iv. State's Attorney Fund: \$5.00
 - v. Drug Court Fund: \$5.00

(2) \$14.00 to the State Treasurer

(3) \$50.00 to the treasurer of the unit of government of the arresting agencies

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$22.00 to the County General Fund to be distributed as follows:
 - i. Circuit Clerk Filing Cost: \$10.00
 - ii. Court System Fund: \$5.00
 - iii. Judicial Security Fund: \$5.00
 - iv. State's Attorney Fund: \$2.00

(2) \$25.00 to the treasurer of the unit of government of the arresting agencies

C. Unpaid Assessments – 705 ILCS 135/5-10(e)

- 1. Unless a court ordered payment schedule is implemented or the assessment requirements of this are waived under a court order, the clerk of the circuit court may add to any unpaid assessments a delinquency amount equal to 5% of the unpaid assessments that remain unpaid after 30 days, 10% of the unpaid assessments that remain unpaid after 60 days, and 15% of the unpaid assessments that remain unpaid after 90 days.
- 2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

Additional Filing Fees

22311

D. Additional Filing Fees

1. Law Library

Pursuant to 55ILCS5/5-39001, a fee of \$19 will be added in addition to any Civil Schedule for deposit into the Law Library fund. Fees shall not be charged in any criminal or quasi-criminal case, in any matter coming to the clerk on change of venue, or in any proceeding to review the decision of any administrative officer, agency, or body.

2. Guardianship and Advocacy Operations Fee applied to PR cases \$100.00.

Pursuant to 705 ILCS 105/27.3f. 5% to Circuit Court Clerk Operation and Administrative Fund and 95% to the State Treasurer.

3. Passport Fees

Passport Fees are set by the U.S. Department of State and deposited into the Montgomery County Circuit Clerk Operations and Administration Fund.

BE IT FURTHER ORDAINED, that this Resolution shall be effective on September 9th, 2025.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Clerk of the Circuit Court, the Chief Judge of the Fourth Judicial Circuit, and the Montgomery County Bar Association.

APPROVED this 9th day of September, 2025 by the County Board of the County of Montgomery, Illinois.

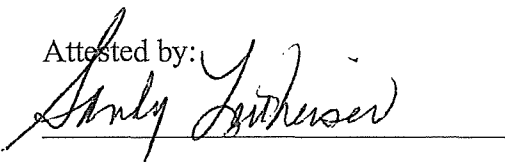


Doug Donaldson

Chairman of the County Board

of the County of Montgomery, Illinois

Attested by:



Sandy Leitheiser

Clerk of the County Board of the County of Montgomery, IL

**REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$ FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	% FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION		
	COUNTY:							
1	CORPORATE GENERAL	0.2025%	671,824,491	\$949,636	631,467,980	\$904,452	\$45,184	4.9958%
2	HEALTH	0.1500%	671,824,491	\$901,292	631,467,980	\$819,393	\$81,899	9.9951%
3	I.M.R.F.	NO LIMIT	671,824,491	\$665,645	631,467,980	\$618,144	\$47,501	7.6845%
4	SOCIAL SECURITY	NO LIMIT	671,824,491	\$649,818	631,467,980	\$625,216	\$24,601	3.9349%
5	LIABILITY INSURANCE	NO LIMIT	671,824,491	\$503,675	631,467,980	\$560,049	(\$56,374)	-10.0658%
6	COUNTY HIGHWAY	0.1000%	671,824,491	\$643,000	631,467,980	\$630,331	\$12,669	2.0098%
7	FEDERAL AID MATCHING	0.0500%	671,824,491	\$335,912	631,467,980	\$315,166	\$20,746	6.5827%
8	AID TO BRIDGES	0.0500%	671,824,491	\$321,500	631,467,980	\$315,166	\$6,334	2.0098%
9	UNEMPLOYMENT INSURANCE	NO LIMIT	671,824,491	\$48,772	631,467,980	\$65,041	(\$16,269)	-25.0137%
10	WORKMENS COMPENSATION	NO LIMIT	671,824,491	\$62,535	631,467,980	\$54,054	\$8,481	15.6906%
11	TOTAL COUNTY		671,824,491	\$5,081,785	631,467,980	\$4,907,011	\$174,774	3.5617%
12	TOTAL COUNTY			\$5,081,785		\$4,907,011	\$174,774	3.5617%
13	MINUS COUNTY ELECTION COST			\$287,100		\$340,640	(\$53,540)	
14	TOTAL COUNTY MINUS ESTIMATED ELECTION COST			\$4,794,685		\$4,566,371	\$228,314	4.9999% ***
15	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY

FY25 Estimated Request (Column E, Item #10)	\$4,794,685
FY24 Actual Extension (Column G, Item #10)	\$4,566,371
Difference	\$228,314
.05 of FY24 Actual Extension (Column G, Item #10)	\$228,319
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$5)

22/312

**VETERANS ASSISTANCE COMMISSION REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$	%
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY256 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION
1	COUNTY: VETERANS ASSISTANCE COMMISSION	0.0200%	671,824,491	\$127,997	631,467,980	\$113,096	\$14,901	13.1756%
2	TOTAL		671,824,491	\$127,997	631,467,980	\$113,096	\$14,901	13.1756%
3	TOTAL			\$127,997		\$113,096	\$14,901	13.1756%
4	TOTAL VAC			\$127,997		\$113,096	\$14,901	13.1756% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

VAC Comparable		
VAC Max.	Est. Ext.	Diff.
134,365	127,997	6,368
134,365	127,997	6,368

SUMMARY

FY25 Estimated Request (Column E, Item #4)	\$127,997
FY24 Actual Extension (Column G, Item #4)	\$113,096
Difference	\$14,901
.05 of FY24 Actual Extension (Column G, Item #4)	\$5,655
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	\$9,246

**RAYMOND SPECIAL SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$	%	
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	
	AMBULANCE SERVICE:								
1	RAYMOND/HARVEL	0.3000%	74,286,620	\$149,000	68,621,850	\$88,742	\$60,258	67.9029%	
2	TOTAL AMBULANCE		74,286,620	\$149,000	68,621,850	\$88,742	\$60,258	67.9029%	60,258
3	TOTAL AMBULANCE			\$149,000		\$88,742	\$60,258	67.9029%	60,258
4	TOTAL RAYMOND AMBULANCE			\$149,000		\$88,742	\$60,258	67.9029% ***	60,258
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
222,860	149,000	73,860
222,860	149,000	73,860

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$149,000
FY24 Actual Extension (Column G, Item #3)	\$88,742
Difference	\$60,258
.05 of FY24 Actual Extension (Column G, Item #3)	\$4,437
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	\$65,821

22814

**NOKOMIS/WITT SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$ FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	% FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION		
	AMBULANCE SERVICE:							
1	NOKOMIS/WITT	0.4500%	98,790,027	\$438,943	92,898,022	\$418,041	\$20,902	5.0000%
2	TOTAL AMBULANCE		98,790,027	\$438,943	92,898,022	\$418,041	\$20,901	4.9998%
3	TOTAL AMBULANCE			\$438,943		\$418,041	\$20,901	4.9998%
4	TOTAL NOKOMIS/WITT AMBULANCE			\$438,943		\$418,041	\$20,901	4.9998% ***
5	*** IF THIS % IS IN EXCESS OF .5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$438,943
FY24 Actual Extension (Column G, Item #3)	\$418,041
Difference	\$20,901
.05 of FY24 Actual Extension (Column G, Item #3)	\$20,902
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$1)

22315

**FARMERSVILLE SPECIAL SERVICE AREA REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$ FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	% FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION			
	AMBULANCE SERVICE:								
1	FARMERSVILLE/WAGGONER	0.3000%	61,722,981	\$119,700	57,216,124	\$114,203	\$5,497	4.8130%	
2	TOTAL AMBULANCE		61,722,981	\$119,700	57,216,124	\$114,203	\$5,497	4.8130%	5,497
3	TOTAL AMBULANCE			\$119,700		\$114,203	\$5,497	4.8130%	5,497
4	TOTAL FARMERSVILLE AMBULANCE			\$119,700		\$114,203	\$5,497	4.8130% ***	5,497
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
185,169	119,700	65,469
185,169	119,700	65,469

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$119,700
FY24 Actual Extension (Column G, Item #3)	\$114,203
Difference	\$5,497
.05 of FY24 Actual Extension (Column G, Item #3)	\$5,710
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$214)

22316

**HILLSBORO SPECIAL SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$	%	
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	
	AMBULANCE SERVICE:								
1	HILLSBORO	0.1500%	226,304,656	\$300,000	215,627,004	\$300,002	(\$2)	-0.0006%	
2	TOTAL AMBULANCE		226,304,656	\$300,000	215,627,004	\$300,002	(\$2)	-0.0006%	(2)
3	TOTAL AMBULANCE			\$300,000		\$300,002	(\$2)	-0.0006%	(2)
4	TOTAL HILLSBORO AMBULANCE			\$300,000		\$300,002	\$ (2)	-0.0006% ***	(2)

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
339,457	300,000	39,457
339,457	300,000	39,457

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$300,000
FY24 Actual Extension (Column G, Item #3)	\$300,002
Difference	(\$2)
.05 of FY24 Actual Extension (Column G, Item #3)	\$15,000
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$15,002)

22317

**COMMUNITY MENTAL HEALTH REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$	%
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION
1	COMMUNITY MENTAL HEALTH FUND	0.1500%	671,824,491	\$992,410	631,467,980	\$945,434	\$46,976	4.9687%
2	TOTAL		671,824,491	\$992,410	631,467,980	\$945,434	\$46,976	4.9687%
3	TOTAL			\$992,410		\$945,434	\$46,976	4.9687%
4	TOTAL COMMUNITY MENTAL HEALTH			\$992,410		\$945,434	\$46,976	4.9687% ***

708 Comparable		
708 Max.	Est. Ext.	Diff.
1,007,737	992,410	153,267.4
945,411	992,410	153,267.4

5 *** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$992,410
FY24 Actual Extension (Column G, Item #3)	\$945,434
Difference	\$46,976
.05 of FY24 Actual Extension (Column G, Item #3)	\$47,272
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$296)

22318

**SENIOR SOCIAL SERVICES REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$	%	
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	
1	COUNTY SENIOR SOCIAL SERVICES	0.0250%	671,824,491	\$120,794	631,467,980	\$119,789	\$1,005	0.8386%	
2	TOTAL		671,824,491	\$120,794	631,467,980	\$119,789	\$1,005	0.8386%	1,005
3	TOTAL			\$120,794		\$119,789	\$1,005	0.8386%	1,005
4	TOTAL SENIOR CITIZENS			\$120,794		\$119,789	\$1,005	0.8386% ***	
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.								

Senior Citizen Comparable		
Senior Max.	Est. Ext.	Diff.
167,956	120,794	47,162
167,956	120,794	47,162

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$120,794
FY24 Actual Extension (Column G, Item #3)	\$119,789
Difference	\$1,005
.05 of FY24 Actual Extension (Column G, Item #3)	\$5,989
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$4,985)

22329

**EXTENSION REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY26 BUDGET REQUEST TO FY25 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY26 BUDGET		FY25 BUDGET		\$	%
			2025 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2024 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION	FY26 ESTIMATE MORE (LESS) FY25 ACTUAL EXTENSION
1	EXTENSION SERVICE	0.0500%	671,824,491	\$157,000	631,467,980	\$157,046	(\$46)	-0.0293%
2	TOTAL EXTENSION SERVICES			<u>\$157,000</u>		<u>\$157,046</u>	<u>(\$46)</u>	<u>-0.0293% ***</u>
3	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY	
FY25 Estimated Request (Column E, Item #2)	\$157,000
FY24 Actual Extension (Column G, Item #2)	<u>\$157,046</u>
Difference	(\$46)
.05 of FY24 Actual Extension (Column G, Item #2)	<u>\$7,852</u>
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	<u>(\$7,898)</u>

22/3/20