

2025 -- County Board Meeting Dates

County Board	Meeting Day	Time	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
HOLIDAYS	County Offices Closed	ALL DAY	1, 20	17	None	18	26	19	4	None	1	13	11, 27, 28	24, 25
Coordinating	Last Thursday of the Month	8:30 AM	30	27	27	24	29	26	31	28	25	30	26	26
Devel. & Personnel	Two Mondays before FB	5:00 PM	6	3	3	Mar 31	5	2	Jun 30	4	2	6	3	1
Buildings & Grounds	Tuesday before Full Board	8:30 AM	7	4	4	1	6	3	1	5	2	7	4	2
Roads & Bridges	Wed. before Full Board	8:30 AM	8	5	5	2	7	4	2	6	3	8	5	3
Finance & Budget	Thursday before Full Board	8:30 AM	9	6	6	3	8	5	3	7	4	9	6	4
Full Board	Second Tuesday	5:30 PM	14	11	11	8	13	10	8	12	9	14	12	9
Liason	Meeting Frequency	Time	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Com. Mental Heath Bd	2nd Monday - Monthly	6:00 PM	13	10	10	14	12	9	14	11	8	13	10	8
911/ETSB Board	3rd Thursday - Monthly	7:00 PM	16	20	20	17	15	19	17	21	18	16	20	18
CEFS Board	1st Thursday - Monthly	6:00 PM												
Health Dept. Board	3rd Tuesday - Quarterly	7:00 PM	21			15			18			21		
IL Assoc. of Co. Officials	Conferences	TBA												
MCEDC @ Bk of Hillsboro	Every other month	TBA												
Planning Commission	TBA	TBA												
Senior Citizens Board	3rd Monday - Monthly	1:30 PM	20	17	17	21	19	16	21	18	15	20	17	15
U of I Extension Service	3rd Thurs as assigned - Skype in Mar, Jun, Oct, Dec	7:00 PM			20			12				16		18
UCCI	4th Monday - Monthly													
VAC	1st Monday - Monthly	1:00 PM	8	5	4	1	6	3	1	5	9	7	4	2
Wellness Committee	2nd Wed. - Monthly	6:00 PM												
West Central Dev Council	3rd Thurs -Quarterly	6:00 PM		20			15			21			20	
Workforce Development Bd.	4th Thurs. - Quarterly	5:30 PM		27			22			TBA			TBA	
WCDC - CEO Board	3rd Thurs - Quarterly	5:00 PM	16			17				21			TBA	

RESOLUTION CONCERNING PROJECT LABOR AGREEMENTS

WHEREAS, the County of Montgomery, Illinois (the County), annually expends substantial sums in the purchase of construction goods and services on property owned by the County, and

WHEREAS, said expenditures constitute a major investment in regard to the County's property, and the County finds itself competing in the private marketplace for these construction goods and services, and,

WHEREAS, time lost due to labor strife and jurisdictional disputes can cause serious delays in the completion of construction projects and consequently can cause an increase in the cost of said construction projects, and,

WHEREAS, there are trade unions that are recognized by the National Labor Relations Board, and which have as their primary duties the negotiation of wages and hours, no-strike agreements, and other matters on behalf of their members, and, furthermore, have control of the apprenticeship of new members and the continued training of current members, and

WHEREAS, Project Labor Agreements have generally proven to be of particular economic benefit to property owners, including states and their political subdivisions, for their major construction, alteration, painting, or repair projects (including any closely interrelated series of projects), particularly those which extend for a substantial period of time and involve a substantial number of construction contractors and subcontractors or a substantial number of construction trades and specialized craft workers, and,

WHEREAS, Project Labor Agreements facilitate the timely and efficient completion of such projects by:

- a. Making available a ready and adequate supply of highly trained and skilled craft workers, and,
- b. Permitting public and private owners and contractors to more accurately predict project labor costs at the bidding stage, and,
- c. Establishing working conditions for all construction crafts for the duration of the project, and,
- d. Providing a legally enforceable means of assuring labor stability and labor peace over the life of such project thereby reducing the possibility of interruptions and delays resulting from labor disputes,

and,

WHEREAS, the generally short term nature of employment in the construction industry makes post-hire collective bargaining difficult and unrealistic, and

WHEREAS, the National Labor Relations Act, 29 U.S.C. Section 151, et. seq., allows for a collective bargaining agreement between a labor organization and an employer in the construction

Industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, and

WHEREAS, the courts have upheld the right of states and their subdivisions, as proprietors, to enter into construction contracts with project managers or general contractors which contain said Project Labor Agreement provisions and have found such Project Labor Agreement provision not to be in violation of preemption under the National Labor Relations Act or Employer Retirement Income Security Act, the Equal Protection and Due Process Clauses of the 14th Amendment, and the Sherman Anti-Trust Act. 15 U.S.C., Section 1, et. seq.

NOW, THEREFORE, in view of the foregoing economic benefits to be derived by the County through such Project Labor Agreements,

IT IS HEREBY RESOLVED:

That the County of Montgomery and its committees, departments and agents shall henceforth, with respect to the construction, alteration, painting, or repair of its property, as a part of the specifications in regard to such construction, alteration, painting, or repair of its property, with a project cost of \$100,000.00 or greater, require that any successful bidder enter into the attached "County of Montgomery Project Labor Agreement for Development and Construction" (or as hereafter amended), (attached hereto and marked as Attachment No. 1) covering such construction, alteration, painting, or repair projects, unless the County of Montgomery, or its committees, departments or agents make a written determination that, because of the circumstances of a project in question, the benefits of not requiring a Project Labor Agreement substantially exceed the benefits of requiring such a Project Labor Agreement.

APPROVED THIS 15th
DAY OF February, 2011

Respectfully Submitted,

Terry E. Bone
County Board Chairman (Acting)

ATTEST:

Sandy Leithauer
Montgomery County Clerk

PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this _____ day of _____, _____ by and between _____ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the _____.

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to _____ (Owner), and nothing contained herein shall be construed to prohibit or restrict _____ (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

(a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI-MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the

Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and

Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify _____ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

- h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: _____

(Contractor Representative)

(Firm's Name)

(Firm's Address)

(Firm's City, State, Zip)

(Firm's Phone / Fax Numbers)

Date: _____

Dale Stewart, Exec. Secretary - Treasurer
Southwestern Illinois Building &
Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234

ATTACHMENT A

CONTRACTOR LETTER OF ASSENT

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)

Date
(Name of Owner)
Office of Owner Representative
Attn: _____

RE: _____ Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor or Subcontractor)

By: _____

Title: _____

INSTRUCTION TO BIDDERS

Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the project known as: _____

_____ (Municipality)
located in the _____
with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

FINANCE (30 ILCS 571/) Project Labor Agreements Act.

(30 ILCS 571/1)

Sec. 1. Short title. This Act may be cited as the Project Labor Agreements Act.

(Source: P.A. 97-199, eff. 7-27-11.)

(30 ILCS 571/5)

Sec. 5. Findings.

(a) The State of Illinois has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost.

(b) A project labor agreement, which is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project, can ensure the highest standards of quality and efficiency at the lowest responsible cost on appropriate public works projects.

(c) The State of Illinois has a compelling interest that a highly skilled workforce be employed on public works projects to ensure lower costs over the lifetime of the completed project for building, repairs, and maintenance.

(d) Project labor agreements provide the State of Illinois with a guarantee that public works projects will be completed with highly skilled workers.

(e) Project labor agreements provide for peaceful, orderly, and mutually binding procedures for resolving labor issues without labor disruption, preventing significant lost-time on construction projects.

(f) Project labor agreements allow public agencies to predict more accurately the actual cost of the public works project.

(g) The use of project labor agreements can be of particular benefit to complex construction projects.

(Source: P.A. 97-199, eff. 7-27-11; 97-813, eff. 7-13-12.)

(30 ILCS 571/10)

Sec. 10. Public works projects. On a project-by-project basis, a State department, agency, authority, board, or instrumentality that is under the control of the Governor shall include a project labor agreement on a public works project when that department, agency, authority, board, or instrumentality has determined that the agreement advances the State's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, labor stability, or the State's policy to advance minority-owned and women-owned businesses and minority and female employment. For purposes of this Act, any corrective action performed pursuant to Title XVI of the Environmental Protection Act for which payment from the Underground Storage Tank Fund is requested shall be considered a public works

(30 ILCS 571/15)

Sec. 15. Public works projects funded with federal funds. When it has been determined that a project labor agreement is appropriate, and in furtherance of the President's Executive Order 13502, the State department, agency, authority, board, or instrumentality responsible for awarding the project may include a project labor agreement on a public works project funded in whole or in part with federal funds.
(Source: P.A. 97-199, eff. 7-27-11.)

(30 ILCS 571/20)

Sec. 20. Negotiation of agreement. When it has been determined that a project labor agreement is appropriate for a particular public works project, the State department, agency, authority, board, or instrumentality responsible for awarding the project shall in good faith negotiate a project labor agreement with labor organizations engaged in the construction industry. If the State department, agency, authority, board, or instrumentality and the labor organizations engaged in the construction industry ("the parties") cannot agree to the terms of the project labor agreement, the Governor shall appoint a designee to assist the parties in reaching an agreement.
(Source: P.A. 97-199, eff. 7-27-11.)

(30 ILCS 571/25)

Sec. 25. Contents of agreement. Pursuant to this Act, any project labor agreement shall:

(a) Set forth effective, immediate, and mutually binding procedures for resolving jurisdictional labor disputes and grievances arising before the completion of work.

(b) Contain guarantees against strikes, lockouts, or similar actions.

(c) Ensure a reliable source of skilled and experienced labor.

(d) For minorities and women as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, set forth goals for apprenticeship hours to be performed by minorities and women and set forth goals for total hours to be performed by underrepresented minorities and women.

(e) Permit the selection of the lowest qualified responsible bidder, without regard to union or non-union status at other construction sites.

(f) Bind all contractors and subcontractors on the public works project through the inclusion of appropriate bid specifications in all relevant bid documents.

(g) Include such other terms as the parties deem appropriate.

(Source: P.A. 100-391, eff. 8-25-17.)

(30 ILCS 571/30)

Sec. 30. Publicly disclosed finding. Any decision to use a project labor agreement in connection with a public works project by a State department, agency, authority, board, or instrumentality shall be supported by a written, publicly disclosed finding by the department, agency, authority, board, or instrumentality, setting forth the justification for use of the project labor agreement.

(Source: P.A. 97-199, eff. 7-27-11.)

authorities, boards, and instrumentalities shall ensure that all public works projects are implemented in a manner consistent with the terms of this Act and are in full compliance with all statutes, regulations, and Executive Orders.
(Source: P.A. 97-199, eff. 7-27-11.)

(30 ILCS 571/37)

Sec. 37. Quarterly report; annual report. A State department, agency, authority, board, or instrumentality that has a project labor agreement in connection with a public works project shall prepare a quarterly report that includes workforce participation under the agreement by minorities and women as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act. These reports shall be submitted to the Illinois Department of Labor. The Illinois Department of Labor shall submit to the General Assembly and the Governor an annual report that details the number of minorities and women employed under all public labor agreements within the State.
(Source: P.A. 100-391, eff. 8-25-17.)

(30 ILCS 571/40)

Sec. 40. Severability. Nothing in this Act shall be construed to contravene any state or federal law or to jeopardize the State's entitlement to federal funding. If any provision of this Act or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Act that can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Act are declared to be severable.

(Source: P.A. 97-199, eff. 7-27-11.)

(30 ILCS 571/45)

Sec. 45. (Amendatory provisions; text omitted).
(Source: P.A. 97-199, eff. 7-27-11; text omitted.)

(30 ILCS 571/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 97-199, eff. 7-27-11.)

Municipal Phone Numbers, Addresses & Meeting Information

- Revised 6-22-24

Municipality Green = EZ	2020 Pop.	Mayor/President email	Mayors' Home Phone & Cell Phone	Municipal Clerk Phone & Email	Municipal Hall Phone	Municipal Hall Address	Municipal Email Address	Municipal WEBSITE	up Days? Y / N	How many per year	What size dumpster	How may do you fill each yr.	Cost per dumpster
Butler, Village	164	Rickey Lane (no email)	532-5897 827-1264	Kendra R. Lane home: 556-5560 fax: 532-2767 bobken@consolidated.net	532-5897	623 Water St. P.O. Box 216 Butler, IL 62015	villageofbutler@gmail.com	No					
Coalton, Village	317	Mike Havera birdichavera7018@yahoo.com	246-1474	Kay Cook 851-3071 work: 563-2531 charger_89@hotmail.com	851-3071	P.O. Box 86 Nokomis, IL 62075	charger_89@hotmail.com	No	N	Used to when county helped with cost			
Coffeen, City	647	Robert K. Wessell coffeenmayor@yahoo.com	851-5854	Jodi Summers 217-827-2547 jsummers818@gmail.com	534-2216 fax: 534-6501	107 Locust St. P.O. Box 496 Coffeen, IL 62017	coffeen1@frontiemet.net	No					
Donnellson, Village	153	Darrell Jett	618-267-2497	Sheryl Reynolds	537-3114	407 Jefferson St. P.O. Box 73 Donnellson, IL 62019	donnellsonil@yahoo.com	www.villageofdonnellson.com					
Farmersville, Village	689	Douglas Orr marsha62533@yahoo.com	341-4357	Jill Hayes cell: 891-6103 work: 227-3291 landonjill@hotmail.com	227-4441 fax: 227-3774	P.O. Box 265 Farmersville, IL 62533	landonjill@hotmail.com	No					
Fillmore, Village	305	Rex Boliard trcx1121@hotmail.com	556-6036	Linda Williams cell: 827-7155 work: 538-2525 fax: 538-2041	538-2470	102 N Cleveland P.O. Box 158 Fillmore, IL 62032	linwms@swetland.net	No					
Harvel, Village	178	Cathie Downey catchick_34@hotmail.com	710-6678	Max Neunaber 823-6637	217-229-3422	P.O. Box 35 Harvel, IL 62538	neunabermax@gmail.com	No					
Hillsboro, City	5902	Don Downs donniedowns@outlook.com	710-0850	David Jenkins 532-5566 cityhall@hillsboroilinois.net	532-5566 fax: 532-5567	447 S. Main Hillsboro, IL 62049	cityhall@hillsboroilinois.net	www.hillsboroilinois.net					
Irving, Village	373	Kendra Caulk caulktrucking@DTNspeed.net 533-4407	533-4407	Lori Jolliff 533-4418 851-1660	533-4601	P.O. Box 308 110 E State St. Irving, IL 62051	ljolliff@cittech.com	No	Y	2	30 yd	6	
Litchfield, City	6605	Steve Dougherty sdougherty@cityoflitchfieldil.com	324-2050 246-0100	Carol Burke 324-8145/313-6395 cityclerk@cityoflitchfieldil.com	324-8151 fax: 324-5619	120 E. Ryder Litchfield, IL 62056		www.cityoflitchfieldil.com					
Nokomis, City	2142	Dylan Goldsmith dgoldsmith@cityofnokomis.com	217-710-2909	Rachel Cassidy rachel@cityofnokomis.com	563-2514 fax: 563-7217	22 S. Cedar St. Nokomis, IL 62075	rachel@cityofnokomis.com	www.cityofnokomis.com					
Ohlman, Village	109	Jackie Rakers leadership@iamic.org	494-6062			P.O. Box 43 Ohlman, IL 62076	leadership@iamic.org	No	N	Used to when county helped with cost			
Panama, Village	337	Charles M. Dixon	314-581-5118	Tabitha Hamilton		237 Cleveland P.O. Box 817 Panama, IL 62077	villageofpanamail@yahoo.com	NO					
Raymond, Village	949	Dennis Held dcnyheld@consolidated.net	273-1346	Denise Downey 561-8764	229-4516 fax: 229-4505	305 E. Broad P.O. Box 87 Raymond, IL 62560	raymon@consolidated.net	No	Y	1	30 yd	6	\$400
Schram City, Village	563	Albert Oberle waoberle@yahoo.com	532-3595 246-3595	Janet Stewart cell: 556-2669	532-3449 fax: 532-3274	510 22nd Street Hillsboro, IL 62049	villageofschramcity@gmail.com	No	Y	2	20 yd	8	\$500
Taylor Springs, Village	724	Harry Jackson hpjackson54@gmail.com	313-6187	Chris Daniels 259-6100	532-3354 fax: 532-2620	626 E Main P.O. Box 160 Taylor Springs, IL 62089	tavorspingsvillage@gmail.com	tavorspingsil.com	Y	2	30 yd	7	\$700
Waggoner, Village	181	Ronald Seaton	313-9499	Tammie Eliason Cell: 710-8572 227-3465 tammie_eliason@yahoo.com	227-3497	150 W. Main Waggoner, IL 62572	villageofwaggoner@gmail.com	No	Y	Every other year	30 yd	5	\$680
Walshville, Village	61	Myrna Joy McDonald rickymcdonald@frontier.com	1-571-723-7310		n/a	C3 St. Walshville, IL 62091	n/a	No					
Wenonah, Village	32	Jason Hill trbby71@yahoo.com	1-502-315-9429	Tyra Hill 502-681-6232 tyraw1991@att.net		222 Montgomery Ave. Wenonah, IL		No					
Witt, City	785	Tim Taylor wittmayor@gmail.com	971-7110	Nancy Hughes	594-2814 fax: 594-7726	P.O. Box 374 Witt, IL 62094	cityofwitt@consolidated.net	No	Y	2	30 yd	10	\$400
Montgomery County	7,072	Doug Donaldson doug@d@montgomerycountyil.gov	594-7376 827-2188	Chris Daniels County Board Administrator chrisd@montgomerycountyil.gov	532-9577	#1 Courthouse Square, 2nd Floor - Room 202 Hillsboro, IL 62049	chrisd@montgomerycountyil.gov	montgomerycountyil.gov					



City of Nokomis

22 South Cedar Street
Nokomis, IL 62075-1663
Telephone: 217-563-2514
Fax: 217-563-7217
Email: rachel@cityofnokomis.com

Mayor

Dylan Goldsmith

Commissioner of
Accounts and Finances

Louis Stauder

Commissioner of
Public Health and Safety

Tisha Morris

Commissioner of
Streets and Public Improvements

Michael Glenn

Commissioner of
Public Property

Scott Arkebauer

Montgomery County
County Board Chair Doug Donaldson
#1 Courthouse Square
Hillsboro, IL 62049

October 22, 2024

To Whom It May Concern:

Pursuant to State of Illinois statutory requirements (Section 11-74.4 - 4.1) this letter is to inform you that the City of Nokomis is initiating planning studies to be conducted by its tax increment financing (TIF) consultant, Moran Economic Development, LLC, to determine the feasibility of establishing a TIF district in a study area of the community.

The Area that is proposed for tax increment financing encompasses parcels of property primarily in the central area of the City, taking in parcels from the southwest corner to the northeast corner of the corporate boundary.

In the next few months, we will be performing the planning studies and finalizing potential boundaries for the TIF program.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mayor
City of Nokomis, Illinois

RESOLUTION NO. 2024 - 02

A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE DESIGNATION OF AREAS AS REDEVELOPMENT PROJECT AREAS

WHEREAS, the City of Nokomis (the "City") is a political subdivision, body politic, and municipal corporation of the State of Illinois; and,

WHEREAS, the City, in order to promote and protect the health, safety, morals and welfare of the public, must identify those areas which are blighted, as well as those areas which contain conditions precedent to blight; and,

WHEREAS, the City, in order to determine if such conditions exist, and to determine whether such conditions can be eradicated or ameliorated, may elect to study such areas which may contain such conditions; and,

WHEREAS, the City has determined to study such areas, as specifically provided under 65 ILCS 5/11-74.4, et. seq.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Nokomis, Illinois, that:

The City hereby authorizes Moran Economic Development, LLC to undertake a feasibility study on the designation of a redevelopment project area. Generally, the Proposed Area encompasses parcels of property and rights-of-way primarily in the central area of the City of Nokomis, taking in parcels from the southwest corner to the northeast corner of the corporate boundary. Parcels north of Bertolino Avenue make up the southern portion of the boundary, and the Area continues northeast taking in parcels until reaching property adjacent to Doris Street. Additionally, the boundary extends northwest from the central portion of the City to take in property south of and adjacent to Oberle Street.

1. The purpose of the proposed redevelopment plan and project within the City of Nokomis is to provide incentives for development in an area where development would not occur but for the use of tax increment financing and to provide public infrastructure upgrades throughout the area.

2. A general description of tax increment financing follows:

Tax increment financing was created by the Tax Increment Allocation Redevelopment Act (the "Act"), found at 65 ILCS 5/11-74.4-1 et. seq. Tax increment financing is a technique intended to be used by municipalities to address and eradicate problems which cause areas to qualify, generally, as "conservation" or "blighted" areas, and to carry out redevelopment projects which serve this end. The concept behind the tax increment law is relatively straightforward and allows a municipality to carry out redevelopment activities on a locally controlled basis. Redevelopment, which occurs in a designated Redevelopment Project Area, will increase the equalized assessed valuation of the property and, thus, generate increased property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy and the construction of public infrastructure within that same Redevelopment Project Area.

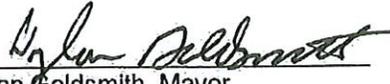
3. Submit all comments and suggestions regarding the redevelopment of the areas to be studied to:

Dylan Goldsmith
Mayor, City of Nokomis
22 South Cedar Street
Nokomis, IL 62075-1663

Placed on file this 16th day of October, 2024.

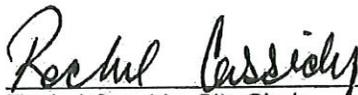
Presented, passed, and approved this 15th day of October, 2024.

CITY OF NOKOMIS, ILLINOIS



Dylan Goldsmith, Mayor

ATTEST:



Rachel Cassidy, City Clerk

CONTRACT

Bob

DAN HEISE PLUMBING & HEATING INC
201 S. JEFFERSON ST.
LITCHFIELD, IL 62056
MAIN: 217-324-3991 / FAX: 217-324-3992
dan.heise@yahoo.com

Quote: October 14, 2024

SUBMITTED TO: Montgomery County Courthouse

RE: Drinking Fountain Options

Drinking Fountain Prices

- Elkay EZS8L Wall Mount ADA Cooler Non Filtered – **Single Cooler Only**.....\$ 785.20
- Elkay EZS8WSLK EZH20 Bottle Filling Station & Single ADA Cooler – **Both**.....\$ 1,429.20
- Elkay EZ8WSSSMC EZH20 Refrigerated Surface Bottle Filling SS – **Bottle Fill Only**.....\$ 1,336.00

Let us know if you have any questions.

Thank you for the opportunity to quote. If you have any questions, please do not hesitate to contact us.

Sincerely,

Dan Heise

FY 2025 Elevator Service Contract Proposals

PROPOSAL	5-Year	3-Year
CURRENT (Schindler)		\$10,986/year
Allrise	\$15,840/Year	\$15,840/Year
Kone (Basic)	\$2,040/Year	\$2,040/Year
Kone (Complete)	\$8,220/Year	\$8,220/Year
Otis	\$5,099.40/Year	\$5,699.40/Year
Otis (w/mainenance)	\$6,599.88/Year	\$6,899.40/Year
TK Elevator	\$10,576/Year	

Milco



Signature Contract



Signature Service

ACCOUNT NAME & ADDRESS

Montgomery County
120 North Main Street
Hillsboro, IL 62049

CUSTOMER NAME & CONTACT INFO

Jess Atkins
jess.atkins@millanenterprises.com

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$574.95 per month, payable annually in advance
Duration : three (3) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

602 NORTH MAIN STREET
EAST PEORIA, IL 61611
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847



Otis Service

9/9/2024

CUSTOMER NAME

Montgomery County
120 North Main Street
Hillsboro, IL 62049

OTIS ELEVATOR COMPANY

602 NORTH MAIN STREET
EAST PEORIA, IL 61611

PROJECT LOCATION

MONTGOMERY COUNTY COURTHO
140 N MAIN ST
HILLSBORO, IL 62049-1125

PROPOSAL NUMBER

QTE-001999350

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	Hydraulic	OTIS	ELV 1, ELV 2	C06914, C06916
1	Geared	OTIS	ONLY ELV	325096

CONTRACT PRICE

The contract gross price is five hundred seventy-four and 95/100 dollars (\$574.95) per month, payable annually in advance.

If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

TERM & RENEWAL

The Commencement Date will be 12/1/2024. The initial term of this Contract will be for three (3) year(s) beginning on the Commencement Date.

OTIS SERVICE

This Contract will automatically renew for successive three (3) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices,

OTIS SERVICE

computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not

hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMST[™] program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units and conduct an annual no load test. Code may require a full load, full speed test of safety mechanisms, over-speed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE[™] 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE[™] customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of

the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

OTIS SERVICE

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you its initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing; adapting, altering, retrieving,

consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

SUBMITTED BY: Elliot Eison
TITLE: Sr Associate, Business Development
E-MAIL: Elliot.Eison@otis.com

Accepted in Duplicate

Montgomery County

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Jorie Balogh

Title: _____

Title: Director & GM - Chicago Suburbs

Email: _____

Email: JorieL.Balogh@otis.com

Company Name: Montgomery County

Principal, Owner or Authorized Representative of
Principal or Owner

Agent _____

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Montgomery County	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes No

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If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS
Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes No

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If yes to above, please provide contact for PO renewal:

Name: _____

Phone: _____

Email Address: _____

Purchase Order Expiration Date: _____

Purchase Order Number: _____

 Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

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NON-CONTRACTUAL SERVICES

Yes No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

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If providing a blanket PO, please provide PO# and value:

PO# Value

--	--

WORK ORDER MANAGEMENT

Yes No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Yes No

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

Make



ENTEC

Project Proposal

Building
Performance.
Building
Relationships.

Prepared for:
Montgomery County -
New County Courthouse - Chiller Replacement and Repairs Proposal

Executive Summary



October 30, 2024

Dear Phil Ernst,

We appreciate the opportunity to provide you with the enclosed proposal for replacing the 100 ton chiller at the courthouse. It is our understanding that the existing chiller experienced compressor multiple failures within the last year and one or both of those compressors has failed again.

Our proposal includes the following two options for replacement chillers.

Option 1: York model YLAA0101H high efficiency chiller – Cost \$154,200.00

This option provides for replacing the existing York chiller with a near like for like York chiller. The new chiller has approximately the same footprint as the existing one, so no modifications will be needed for the existing pad. The new chiller will have all of the same features and options that the existing one has except for the following.

1. **Refrigerant R454B** – This is a new refrigerant that has been mandated to replace the current HFC refrigerants that have a high global warming potential or GWP. Your existing chiller uses R410a which has been classified as a high GWP refrigerant.
2. **Brazed Plate Evaporator** – This is a more efficient and compact design compared to the shell and tube type of evaporator.
3. **Electronic Expansion Valves** – These provide more precise refrigerant control during high and low load conditions which can improve performance, efficiency, and flow control safety.
4. **Updated System Controller** – This will have the latest updated microprocessor controller for use with the newer system components.

Listed below are the remaining options that the new chiller will come with that also match the existing chiller.

- Brine Application
- Power: 460/3/60 Application
- Control Transformer
- Power Connection: SP Circuit Breaker w/ Lockable Handle
- Starter Type: Across the line starter
- TEAO Fan Motors
- Ultra Quiet Fans with VSD
- Standard Insulation
- Aluminum MCHX Coils
- Service Isolation Valves
- Both Low/High Ambient Kit
- Louvered (Full Unit) Enclosure Panels
- Hot Gas Bypass - 1 circuit
- Acoustic Sound Blanket
- Internal refrigerant safeties
- SC-Equip Board
- Evaporator Extension Kit

Project Agreement



Option 2: Quantech model QTC3100 high efficiency chiller – Cost \$145,500.00

This option provides for replacing the existing York chiller with a near like for like JCI Quantech brand chiller. This option provides for the same identical features and options as listed for the York branded chiller in option 1.

Both chillers will include the following warranties:

- Standard Manufacturer's Warranty - Entire Unit Parts Only Warranty: 18 Months from shipping or 1 year from start up.
- Extended Parts Warranty - Compressor Year 2-5 Parts Only.
- First Year Labor Warranty

Option 3: Investigate compressor failure in the existing chiller – T&M not to exceed \$4250.00

As previously mentioned, the existing chiller currently has one or two failed compressors. As we understand the situation, these compressors had a previous history of failure and were replaced within the last year. Ongoing compressor failures are an indication of a bigger problem. It seems likely that there is something wrong within the system that is causing these compressors to repeatedly fail. Our proposal to address this would be to have one of our chiller technicians spend up to a couple of days investigating the chiller under various load conditions. After the investigation is complete, we will provide the county with an outlined recommendation of what we discovered and the possible solutions for a long term fix of the existing chiller.

Sincerely,

Kevin Miller

Kevin Miller
Sales Estimator
ENTECS Services, Inc.

Project Agreement



Entec Services, Inc. ("Entec") **4300 Entec Drive, Bartonville**

and

Montgomery County ("Customer") **120 North Main Street, Hillsboro, IL - 62049**

Entec agrees to perform the following scope of work:

1. Lock Out / Tag Out existing chiller and disconnect electrical.
2. Drain and capture glycol from chiller and disconnect chilled water piping.
3. Recover and properly dispose of the 410a refrigerant.
4. Crane lift and haul away existing chiller for proper disposal.
5. Crane lift new chiller to existing pad and connect electrical and chilled water piping.
6. Insulate and clad new chilled water piping.
7. Start up and check out procedures.

Notes:

- a) This proposal is figured for straight time hours only. Any overtime work will be extra.
- b) All disposal will be done according to EPA and other acceptable guidelines.
- c) Any control system integration work is excluded. (Can be performed under a separate proposal)

(The prices stated herein are guaranteed for thirty days from proposal date above.)

Initial Down payment: \$38,500.00

Additional Payments: Remainder due upon completion

Entec Services, Inc.	
Signature: <i>Kevin Miller</i>	Signature:
Name: Kevin Miller	Name:
Title: Sales Estimator	Title:
	Date:
	PO #:

Terms and Conditions



1. ENTEC warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation, and failure to notify ENTEC in writing within forty-five (45) days from the date of installation shall constitute an irrevocable acceptance of ENTEC's work and an admission that such work fully complies with all the terms, conditions and specifications of this Agreement. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE and any other obligations or liabilities on the part of ENTEC which neither assumes or authorizes any other person to assume for it any other liability in connection with this Agreement. The liability of ENTEC on any claim, including those for defective workmanship, is limited to refund of the contract price or repair of defective workmanship or such combination as ENTEC may elect. If any replacement part or item of equipment proves defective, ENTEC will extend to Customer the benefits of any warranty ENTEC has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
2. Customer shall permit ENTEC free and timely access to areas and equipment and allow ENTEC to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during ENTEC's normal working hours.
3. ENTEC may require an initial down payment if so specified in the proposal. Entec may submit progress billing based on the percentage of project completion as of the date of billing. ENTEC shall submit a final invoice upon project completion. Customer will promptly pay invoices within thirty (30) days of receipt. On overdue invoices, Customer agrees to pay 1-1/2% per month delinquency charge if permitted by law, otherwise at the highest legal rate. Should a payment become thirty (30) days or more delinquent, ENTEC may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at ENTEC's rates then in effect) over the sum stated in this Agreement.
6. In the event ENTEC must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay ENTEC all court costs and attorneys' fees incurred by ENTEC.
7. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work and shall be commenced exclusively in the forum of the state courts located in Peoria County, Illinois.
8. ENTEC shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by ENTEC's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless ENTEC, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of ENTEC.
10. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL ENTEC BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding on ENTEC unless made in writing and agreed to in writing by a duly authorized official of ENTEC. Waiver by ENTEC of any default by Customer hereunder shall not be deemed a waiver by ENTEC of any default by Customer which may thereafter occur. ENTEC's failure to object to provisions contained in any communication from Customer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Agreement.

Mike



LEARN MORE AT energystar.gov

ENERGY STAR[®] Statement of Energy Performance

33

ENERGY STAR[®]
Score¹

Montgomery County Courthouse

Primary Property Type: Courthouse
Gross Floor Area (ft²): 37,920
Built: 1992

For Year Ending: August 31, 2024
Date Generated: October 31, 2024

- 20% room for improvement based on national average for energy usage

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

Property Address

Montgomery County Courthouse
120 North Main Street
Hillsboro, Illinois 62049

Property Owner

ENTEC Services Inc.
4300 Entec Drive
Peoria, IL 61607-2777
() -

Primary Contact

dan hawk
2365 350th st
Latham, IL 62543
217-415-2798
dhawk@entec-solutions.com

Property ID: 36508382

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
98.7 kBtu/ft ²	Electric - Grid (kBtu) 1,937,497 (52%)	Total (Location-Based) GHG Emissions (Metric Tons CO ₂ e/ year) 451
	Natural Gas (kBtu) 1,806,400 (48%)	
Source EUI	National Median Comparison	Green Power
193.1 kBtu/ft ²	National Median Site EUI (kBtu/ft ²) 79.6	Green Power - Onsite (kWh) N/A
	National Median Source EUI (kBtu/ft ²) 155.7	Green Power - Offsite (kWh) N/A
	% Diff from National Median Source EUI 24%	Percent of RECs Retained N/A

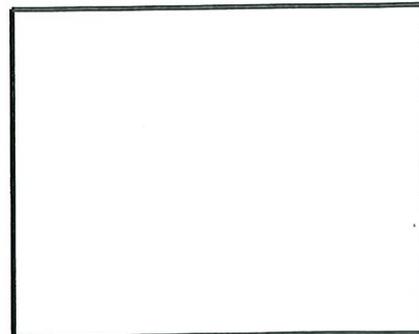
Signature & Stamp of Verifying Professional

I _____ (Name) verify that the above information is true and correct to the best of my knowledge.

LP Signature: _____ Date: _____

Licensed Professional

dan hawk
2365 350th st
Latham, IL 62543
217-415-2798
dhawk@entec-solutions.com



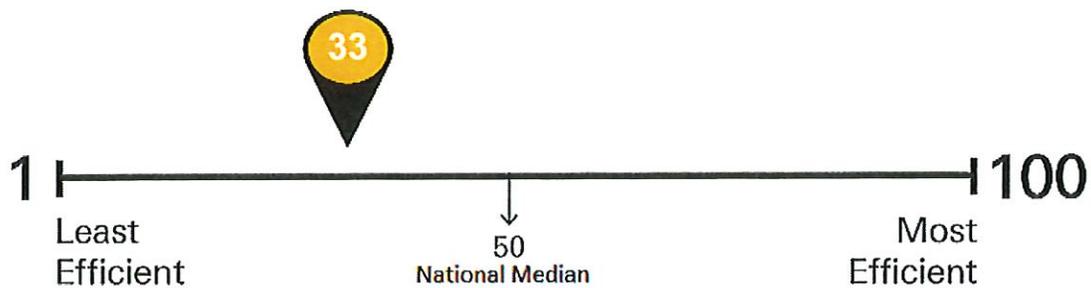
Professional Engineer or Registered Architect Stamp (if applicable)

ENERGY STAR[®] Energy Performance Scorecard

33
out of 100

Montgomery County Courthouse

For Year Ending	August 31, 2024
Property Address	120 North Main Street Hillsboro, Illinois 62049
Primary Function	Courthouse
Gross Floor Area (ft ²)	37,920
Year built	1992
Energy Use per sq. ft.*	98.7 kBtu



What is the ENERGY STAR Score?

The ENERGY STAR score rates commercial building's energy performance relative to similar buildings nationwide. Expressed as a number on a simple 1-100 scale, the score rates performance on a percentile basis: a building with a score of 50 performs better than 50% of its peers. Higher scores mean better energy efficiency, resulting in less energy use and fewer greenhouse gas emissions. If a 1-100 score for a specific building type has not been developed, Site Energy Use Intensity (EUI) will be displayed on this scorecard.

Learn more at:

energystar.gov/scorecard

*Site energy use

Midwest Mailing & Shipping Systems, Inc.

AGREEMENT

B I L L T O	NAME	Montgomery County			D E L I V E R T O	NAME	See Below		
	ADDRESS	PO Box 595				ADDRESS			
	CITY	COUNTY	STATE	ZIP		CITY	COUNTY	STATE	ZIP
	Hillsboro		IL	62049					
DELIVERY DATE		PAYMENT ATTACHED		TERMS		PLEASE MAKE ALL CHECKS PAYABLE TO Midwest Mailing & Shipping systems, Inc.			
CUSTOMER ORDER NO. AND DATE		<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Rental		NET 30 DAYS TAX EXEMPT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

Purchaser agrees to terms and M.M.S.S., Inc. by its acceptance agrees to furnish the equipment listed below ("Equipment"):

QTY.	UNIT PRICE	EXTENDED	PRODUCT CODE	SERIAL NO.	DESCRIPTION - OTHER INSTRUCTIONS
1	\$208.70/monthly		billed quarterly	RC1329004691	30 month non cancellable rental
					IN700/Dynamic Scale/30# WP
					postage machine and service
					Location: Courthouse Square
1	\$208.70/monthly		billed quarterly	RC1329005603	30 month non cancellable rental
					IN700/Dynamic scale/30#WP
					postage machine and service
					Location: N Main St

ADDITIONAL TERMS AND CONDITIONS: Purchaser acknowledges he has read, understands and accepts the terms and conditions on the reverse, including the limitations of liability.

PURCHASER

COMPANY Montgomery County

BY /
(NAME AND TITLE OF AUTHORIZED AGENT)

(PRINT OR TYPE NAME AND TITLE)

TELEPHONE _____ EXTENSION _____

DATE _____

M.M.S.S., Inc.

BY _____
(NAME AND TITLE)

(PRINT OR TYPE NAME AND TITLE)

DATE _____



Section (A) Office Information

Office Number: 631	Office Name: Midwest Mailing & Shipping Systems Inc	Office Phone #: 309 661 1144	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): Montgomery County		
DBA:		
Billing Address: PO Box 595		
Billing City: Hillsboro	State: IL	ZIP Code + 4: 62049 0595
Billing Contact Name: Accounts Payable	Billing Contact Title:	
Billing Email Address: mikep@montgomerycountyil.gov		
Phone Number: 217 532 9588	Fax Number:	

Section (C) Installation Information

If different than billing information

Company Name (Full legal name): Montgomery County		
Installation Address (No PO Boxes): 120 N Main St		
Installation City: Hillsboro	State: IL	ZIP Code + 4: 62049 1137
Installation Contact Name: Mike Plunkett	Installation Contact Title:	
Installation Contact Email Address: mikep@montgomerycountyil.gov		
Phone Number: 217 532 9588	Fax Number:	
Main Post Office / Mail Drop Off:	Post Office ZIP Code:	

Section (D) Postage Meter Rental/Services Payment Information

Monthly Meter Rental Payments \$ 41.25 for 30 months, thereafter \$ for months
Payment Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Tax Exempt (Attach Exemption Certificate) <input checked="" type="checkbox"/> Mail me a rental invoice <input type="checkbox"/> Bill my Quadient Postage Funding Account <input type="checkbox"/> Bill my credit card (Customer to submit authorization form) <input type="checkbox"/> ACH Direct Debit (Customer to submit authorization form)
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (customer to submit authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (attach authorization form) Agency Code _____ Sub Agency Code _____
Postage Funding Account: <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Account POC Account # 5277303

Section (E) Postage Meter and Funding

Meter Model: IN700IA	Machine Model: IN700
Service Products (Check all that apply) <input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/Neostats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> Neoship BASIC – Requires Quadient Postage Funding (EP70) <input type="checkbox"/> Neoship PLUS – Requires Quadient Postage Funding (EP70PLUS) <input type="checkbox"/> Neoship ADVANCED - Requires Quadient Postage Funding (NEOSHIPADV) <input type="checkbox"/> Neoship Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> Supply – Auto Ink Order <input type="checkbox"/> Maintenance <input type="checkbox"/> Installation & Training	

Section (F) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.

This document consists of a Postage Meter Rental Agreement and an Online Services and Software Agreement with Quadient, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Rental-Terms-V1-2020), which are also available at www.quadient.com/Rental-Terms-V1-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Quadient, Inc. and its Affiliates _____		Date Accepted _____



Section (A) Office Information

Office Number: 631	Office Name: Midwest Mailing & Shipping Systems Inc	Office Phone #: 309 661 1144	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): Montgomery County		
DBA:		
Billing Address: PO Box 595		
Billing City: Hillsboro	State: IL	ZIP Code + 4: 62049 0595
Billing Contact Name: Accounts Payable		Billing Contact Title:
Billing Email Address: mikep@montgomerycountyil.gov		
Phone Number: 217 532 9588	Fax Number:	

Section (C) Installation Information

If different than billing information

Company Name (Full legal name): Montgomery County		
Installation Address (No PO Boxes): 120 N Main St		
Installation City: Hillsboro	State: IL	ZIP Code + 4: 62049 1137
Installation Contact Name: Mike Plunkett		Installation Contact Title:
Installation Contact Email Address: mikep@montgomerycountyil.gov		
Phone Number: 217 532 9588	Fax Number:	
Main Post Office / Mail Drop Off:	Post Office ZIP Code:	

Section (D) Postage Meter Rental/Services Payment Information

Monthly Meter Rental Payments \$ 41.25 for 30 months, thereafter \$ for months
Payment Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Tax Exempt (Attach Exemption Certificate) <input checked="" type="checkbox"/> Mail me a rental invoice <input type="checkbox"/> Bill my Quadiant Postage Funding Account <input type="checkbox"/> Bill my credit card (Customer to submit authorization form) <input type="checkbox"/> ACH Direct Debit (Customer to submit authorization form)
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (customer to submit authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (attach authorization form) Agency Code _____ Sub Agency Code _____
Postage Funding Account: <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Account POC Account # <u>5650437</u>

Section (E) Postage Meter and Funding

Meter Model: IN700IA	Machine Model: IN700
Service Products (Check all that apply) <input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/Neostats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35) <input type="checkbox"/> Neoship BASIC – Requires Quadiant Postage Funding (EP70) <input type="checkbox"/> Neoship PLUS – Requires Quadiant Postage Funding (EP70PLUS) <input type="checkbox"/> Neoship ADVANCED - Requires Quadiant Postage Funding (NEOSHIPADV) <input type="checkbox"/> Neoship Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> Supply – Auto Ink Order <input type="checkbox"/> Maintenance <input type="checkbox"/> Installation & Training	

Section (F) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.

This document consists of a Postage Meter Rental Agreement and an Online Services and Software Agreement with Quadiant, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Rental-Terms-V1-2020), which are also available at www.quadiant.com/Rental-Terms-V1-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

_____	_____	_____
Authorized Signature	Print Name and Title	Date Accepted
_____	_____	_____
Accepted by Quadiant, Inc. and its Affiliates		Date Accepted



**Doug Donaldson, Chairman
Montgomery County Board**

#1 Courthouse Square, Room 202

Hillsboro, Illinois 62049

Phone # (217) 532-9577

November 12, 2024

To: Quadient Leasing
Subject: Lease Cancellation

Dear Quadient Leasing:

This letter is to inform you that Montgomery County is giving 30 days' notice cancellation on the following leases:

N13102366DD

N13102786DD

Sincerely,

Doug Donaldson, Chairman
Montgomery County Board
#1 Courthouse Square
Room 202
Hillsboro, IL 62049

Email: doug.donaldson@montgomerycountyil.gov

MONTGOMERY COUNTY
 Section 17-09117-00-BR
 Irving Township Bridge (TR 167A Over Fawn Creek) N 17th Avenue

COUNTY: MONTGOMERY
 DATE: MONDAY, NOVEMBER 4TH, 2024
 TIME: 9:00 A.M.

MARK AND ADDRESS OF BIDDERS	C-BILL CIVIL CONTRACTORS P.O. Box 59, 14 Dean Street Campbell Hill, IL 62914	KAMARDESKI ENCAVATING & GRADING 4336 Day 1st Granite City, Illinois 62040	KIRBY CONTRACTORS, INC. 19342 East Protwege Road Raymond, IL 62350	ALVIN ENCAVATING 187 N 1685 East Road (185 W Highway 31) Pana, Illinois 62957	PERRY CRANK CONSTRUCTION AND 2310 Rock Creeper Road Ava, Illinois 62907	STOTE ENCAVATING 1837 Postersburg Road Alton, Illinois 62002	WHITE CONSTRUCTION, INC. 3500 East White Avenue Clinton, Indiana 47842	YANKLYS & ASSOCIATES 23782 North 3rd Pinaldo, IL 62071
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ITEMS	CODE NUMBER	DELIVERY	UNIT	QUANTITY	APPROVED ENGINEER'S ESTIMATE		NO RETURNED		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
					UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
TREE REMOVAL, ACRES	20199500		Acres	0.25	\$ 40,000.00	\$ 10,000.00	NO BID	\$ -	\$ 32,100.00	\$ 8,025.00	\$ 47,950.00	\$ 11,942.50	NO BID	\$ -	\$ 38,000.00	\$ 9,500.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
EARTH EXCAVATION	30204160		Cu Yd	373.00	\$ 50.00	\$ 18,650.00	NO BID	\$ -	\$ 48.40	\$ 18,093.20	\$ 54.50	\$ 20,328.50	NO BID	\$ -	\$ 29.00	\$ 10,817.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
POROUS GRANULAR ENHANCEMENT	20708220		Cu Yd	48.00	\$ 375.00	\$ 7,875.00	NO BID	\$ -	\$ 309.00	\$ 9,400.00	\$ 173.00	\$ 7,740.00	NO BID	\$ -	\$ 180.00	\$ 8,100.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
SEEDING, CLASS 2	30080200		Acres	0.23	\$ 6,000.00	\$ 1,380.00	NO BID	\$ -	\$ 5,245.00	\$ 3,324.25	\$ 12,000.00	\$ 3,000.00	NO BID	\$ -	\$ 4,200.00	\$ 1,075.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
NITROGEN FERTILIZER NUTRIENT	20000400		Pound	10.00	\$ 22.00	\$ 220.00	NO BID	\$ -	\$ 4.00	\$ 40.00	\$ 4.00	\$ 40.00	NO BID	\$ -	\$ 5.00	\$ 50.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
PHOSPHORUS FERTILIZER NUTRIENT	20000500		Pound	10.00	\$ 12.00	\$ 120.00	NO BID	\$ -	\$ 4.00	\$ 40.00	\$ 6.50	\$ 65.00	NO BID	\$ -	\$ 5.00	\$ 50.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
POTASSIUM FERTILIZER NUTRIENT	20080500		Pound	10.00	\$ 12.00	\$ 120.00	NO BID	\$ -	\$ 4.00	\$ 40.00	\$ 6.50	\$ 65.00	NO BID	\$ -	\$ 5.00	\$ 50.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
AGRICULTURAL GRAIND LIMESTONE	20000700		Ton	0.20	\$ 1,000.00	\$ 200.00	NO BID	\$ -	\$ 3,000.00	\$ 400.00	\$ 4,700.00	\$ 540.00	NO BID	\$ -	\$ 1,200.00	\$ 240.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
MULCH, METHOD 3	20100120		Acres	0.23	\$ 8,000.00	\$ 1,860.00	NO BID	\$ -	\$ 5,900.00	\$ 1,473.00	\$ 21,900.00	\$ 2,970.00	NO BID	\$ -	\$ 2,000.00	\$ 1,250.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
TEMPORARY EROSION CONTROL SEEDING	20050200		Pound	32.00	\$ 30.00	\$ 960.00	NO BID	\$ -	\$ 6.00	\$ 190.00	\$ 6.00	\$ 190.00	NO BID	\$ -	\$ 6.00	\$ 190.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
AGGREGATE DITCH CHECKS	20080310		Ton	3.00	\$ 300.00	\$ 900.00	NO BID	\$ -	\$ 288.00	\$ 864.00	\$ 90.00	\$ 270.00	NO BID	\$ -	\$ 225.00	\$ 675.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
STONE RIPRAP, CLASS A4	20100200		Ton	245.00	\$ 100.00	\$ 24,500.00	NO BID	\$ -	\$ 95.00	\$ 23,275.00	\$ 124.00	\$ 30,380.00	NO BID	\$ -	\$ 110.00	\$ 26,950.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
FILTER FABRIC	20200200		Sq Yd	216.00	\$ 7.00	\$ 1,512.00	NO BID	\$ -	\$ 4.50	\$ 981.00	\$ 5.50	\$ 1,197.00	NO BID	\$ -	\$ 3.00	\$ 1,090.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
AGGREGATE BASE COURSE, TYPE B 0"	30200000		Sq Yd	899.00	\$ 25.00	\$ 22,475.00	NO BID	\$ -	\$ 24.00	\$ 21,576.00	\$ 32.00	\$ 28,768.00	NO BID	\$ -	\$ 22.00	\$ 19,770.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
REMOVAL OF EXISTING STRUCTURES	50100100		Each	1.00	\$20,000.00	\$ 20,000.00	NO BID	\$ -	\$ 14,500.00	\$ 14,500.00	\$ 24,000.00	\$ 24,000.00	NO BID	\$ -	\$ 24,000.00	\$ 24,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR ST	50200450		Cu Yd	107.00	\$ 75.00	\$ 8,025.00	NO BID	\$ -	\$ 120.00	\$ 12,840.00	\$ 82.00	\$ 8,774.00	NO BID	\$ -	\$ 65.00	\$ 4,955.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
WAKE PLATES	31300100		Each	1.00	\$ 800.00	\$ 800.00	NO BID	\$ -	\$ 1,445.00	\$ 1,445.00	\$ 1,375.00	\$ 1,375.00	NO BID	\$ -	\$ 800.00	\$ 800.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
BOX CULVERT END SECTIONS, CULVERT NO. 1	34001001		Each	3.00	\$30,000.00	\$ 90,000.00	NO BID	\$ -	\$ -	\$ -	\$ 61,025.00	\$ 183,025.00	NO BID	\$ -	\$ 24,040.00	\$ 72,090.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
PRECAST CONCRETE BOX CULVERTS 5'X 3'	34010003		Piece	50.00	\$ 1,600.00	\$ 80,000.00	NO BID	\$ -	\$ 1,600.00	\$ 80,000.00	\$ 1,612.00	\$ 80,600.00	NO BID	\$ -	\$ 1,275.00	\$ 63,750.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
GEOCOMPOSITE WALL DRAIN	39100100		Sq Yd	49.00	\$ 50.00	\$ 2,450.00	NO BID	\$ -	\$ 32.00	\$ 1,568.00	\$ 35.00	\$ 1,708.00	NO BID	\$ -	\$ 21.00	\$ 1,020.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
BITUMINOUS MATERIALS (PRIME COAT)	18401200		Ton	0.60	\$ 3,000.00	\$ 1,800.00	NO BID	\$ -	\$ 4,100.00	\$ 2,460.00	\$ 3,100.00	\$ 1,860.00	NO BID	\$ -	\$ 4,410.00	\$ 2,646.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
BITUMINOUS MATERIALS (COVER AND SEAL COATS)	18402400		Ton	1.00	\$ 3,000.00	\$ 3,000.00	NO BID	\$ -	\$ 2,730.00	\$ 2,730.00	\$ 2,500.00	\$ 2,500.00	NO BID	\$ -	\$ 3,470.00	\$ 3,470.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
COVER COAT AGGREGATE	18402300		Ton	12.00	\$ 150.00	\$ 1,800.00	NO BID	\$ -	\$ 240.00	\$ 2,040.00	\$ 190.00	\$ 1,720.00	NO BID	\$ -	\$ 80.00	\$ 1,060.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
SEAL COAT AGGREGATE	18402500		Ton	6.00	\$ 150.00	\$ 900.00	NO BID	\$ -	\$ 240.00	\$ 1,470.00	\$ 190.00	\$ 1,060.00	NO BID	\$ -	\$ 80.00	\$ 480.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	27010216		L. Run	1.00	\$ 7,000.00	\$ 7,000.00	NO BID	\$ -	\$ 11,970.00	\$ 11,970.00	\$ 9,150.00	\$ 9,150.00	NO BID	\$ -	\$ 14,000.00	\$ 14,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
MEDIAN WATERPROOFING SYSTEM FOR BURIED STRUCTURE	30310103		Sq Yd	60.00	\$ 60.00	\$ 3,600.00	NO BID	\$ -	\$ 92.00	\$ 5,520.00	\$ 174.00	\$ 10,440.00	NO BID	\$ -	\$ 149.50	\$ 8,970.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
CONSTRUCTION LAYOUT	30017700		L. Run	1.00	\$ 5,000.00	\$ 5,000.00	NO BID	\$ -	\$ 18,200.00	\$ 18,200.00	\$ 9,900.00	\$ 9,900.00	NO BID	\$ -	\$ 4,900.00	\$ 4,900.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
ROCK FILL	20054500		Ton	150.00	\$ 80.00	\$ 12,000.00	NO BID	\$ -	\$ 94.00	\$ 14,100.00	\$ 76.00	\$ 11,400.00	NO BID	\$ -	\$ 74.00	\$ 11,060.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
*Total Estimated Cost of Work Including All Labor, Materials at																						
As Corrected					\$ 282,866.00					\$ 342,381.45		\$ 374,743.00			\$ 287,430.00							
As Corrected**										\$ 342,381.45												

*Item Number 54001001 Box Culvert End Section C1 Left Empty - No Unit Price or Total

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)	Remove
Montgomery County		

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.

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

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

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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 5, the 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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Montgomery Co. Hwy. Dept.	20-00145-00-PV	C9600623	V2L4(333)

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.

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.

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

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.

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

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

Central Office Review Signature & Date

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

Additional Requirements? Yes No

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'
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Tim Loveless

114 W. Spruce Street
Gillespie, IL 62033

Phone 217/839-9919
Fax 217/839-1318

Montgomery Board Members, I am in an awkward situation. I own about 30 rental houses in both North and South Litchfield. (I bought 20 from Glen Savich in 2000 and have added 10 more over the years) Under Illinois law my tenants are eligible for a homestead exemption on property tax if they have been in the house for over a year and if the lease specifies that they are directly responsible for the property tax. When a tenant moves out then that house will not be eligible for the deduction the following year because the new tenant will not have been in residence a full year. The paperwork for this is supposed to be turned in in January for the tax year in question. I am always very timely about this and have had the homestead exemption on most of my houses, most years. Here is the snag.

A year ago today Sept 19, my office of 23 years at 210 Springfield in Gillespie burned down. The lady delivering newspapers called 911 at 4 AM. It took a while for fireman to get on the scene and start squirting water. When they got it out about 60 percent of the building was gone and what was left was soaked. Our bookkeeping ledgers were backed up on Dropbox and we lost no accounting. The cabinets with all of our house files, corporate books and other important documentation were soaked. I took all of that to my garage where I set up tables, set up fans, and turned the heat up to 80 degrees. Over the next two weeks my two office girls and myself constantly laid out page after page of documents to dry them. The rental contracts, closing statements, tax records got somewhat jumbled as the crinkly paper was stacked to be filed away in new file folders with new labels. I had \$5,000 of coverage for office equipment on my business liability policy. That full amount was spend on the largest Amazon order that I ever hope to place, new (10-year-old) computers, copy machine, fax machine, telephones, label maker, and a hundred other little things. We set up shop in a house down the street and ordered phone service. (We were down for about a week with no communication) My son Abe who is the technology expert for Litchfield schools helped me get everything working. All our paperwork was in boxes unsorted. January came and went and no one in my office even thought about property tax applications for homestead exemptions. It turns out that the Assessor's office changed their paperwork requirements but didn't tell anyone. (That is neither here nor there I guess because I wasn't there anyway).

In January I was able to purchase a suitable building for a new office and we went about getting it ready to move into. We made the move about the middle of March. I purchased new filing cabinets and Patty and Crystal went about going through box after box of paper and sorting it into file folders. Finally, about the first of May we felt like we were settled and ready to do business.

When the Montgomery Tax bills came out we all said Oh _____. My bookkeeper Patty McDaniels went over to the Assessor's office to see if we could bring the paperwork in late. The Assessor's office said, "NO". The 2023 tax that we have just paid was unaffected because that paperwork had been filed last year. Where I am in trouble is the 2024 tax bills that will come out a year from now as that paperwork did not get filed in January of 2024 because of the turmoil in my business. In 2022 I paid \$28,342 in Montgomery County tax, in 2023 I paid \$28,240 in Montgomery tax. If I do not get homestead exemptions for 2024 I am estimating that my tax bill will jump \$20,000 to \$48,000. This is unbearable to a small business.

I have no idea when the Assessor's office turns their data into the printer to print the tax bills but I would think there is still time to process 25 or 30 applications before the end of the year or whenever the bills go to print. I have been a good steward to my Litchfield houses and keep them in good shape. While there is no rental inspection in Litchfield, each of my houses is up to the standard that I meet in Gillespie and other towns. I have a good working relationship with Gary Baker and with the girls in the water department (where the real power in the city lies). I bank at both banks on State Street in Litchfield. The point is that I spend money in Litchfield, Litchfield is a good rental market, I am pleased to have business in Litchfield.

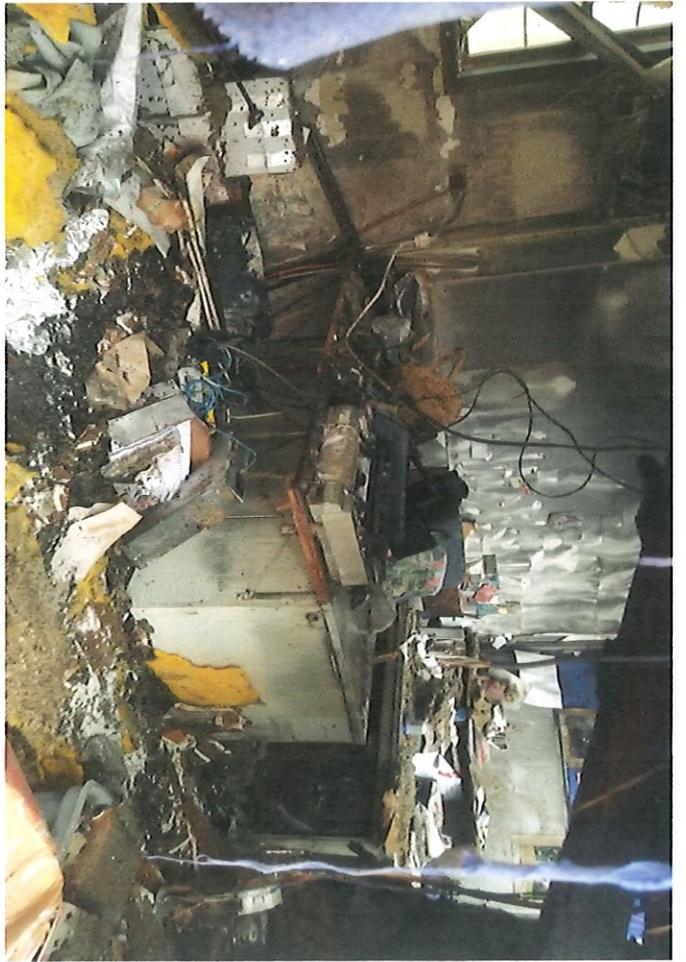
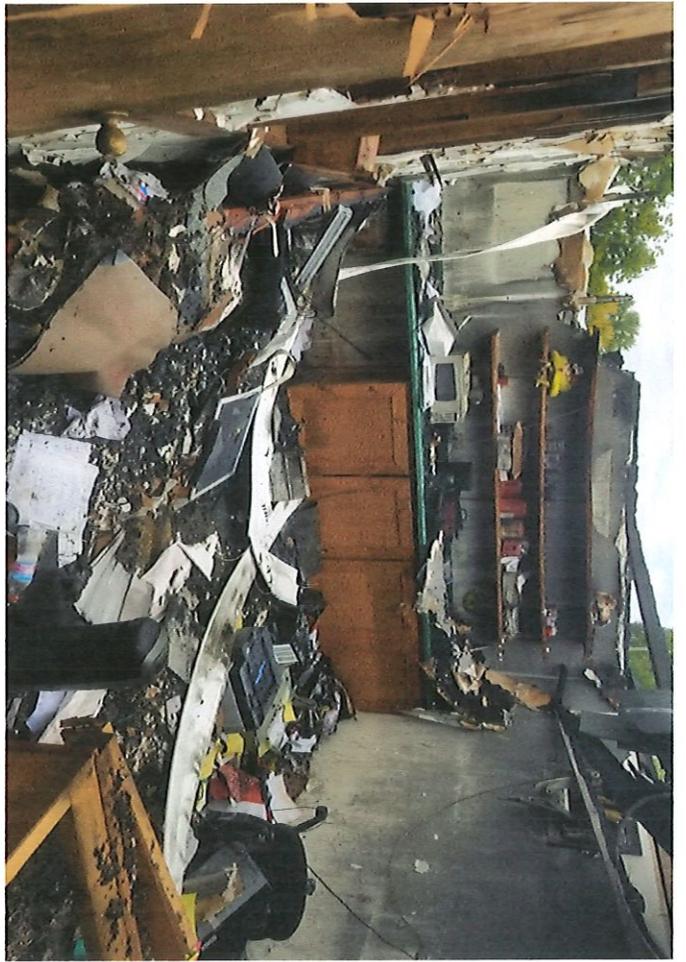
My request is this; Would the Montgomery County Board direct the Assessor's Office to accept my late filed applications for Homestead Exemptions for the 2024 tax year.

Thanks in Advance

Tim Loveless office 217-839-9919 cell 217-825-9400

I was late in Macoupin County for 2023 (the deadline is different) The girl in the office said, "If we make an exception for you we would have to do it for everyone". I replied, "And you should do it for anyone that has had such a hellacious year as I have had." And they did.

Please view pictures of the fire showing the building, my office, Crystal's office, Patty's office.



**Office of The
Supervisor of Assessments
Montgomery County
1 Courthouse Square, Room 201
Hillsboro, IL. 62049**

**Kendra Niehaus, CIAO
Phone: 217-532-9595**

**Chief County Assessment Officer
Email: assessor@montgomerycountyil.gov**

In regards to the Cornerstone TL Inc. rental properties and the email sent to myself and the county board members there are a few points I would like to make.

1. Mr. Loveless states in his email he was not notified of the change in policy regarding leasehold homestead exemption requirements and new application, which is false. Prior to making any office policy changes I reached out to numerous counties and our CAO President on what policies they had in place, I went over the statute in length with our State's Attorney, and I presented it both here at the committee and at the full board. It was published in the Journal News, posted on our website, and mailed to all landlords' at the most recent address we had on file on October 1, 2023.
2. The office policy deadline has always been and will remain to be January 31st. Mr. Loveless is not the only landlord that missed the deadline either this year or last year that we would not accept late applications from. This year alone there were 3 other individuals that came in and were not happy when I would not accept their late applications, another landlord in Litchfield (who has 14 properties), one here in Hillsboro, and one from Nokomis.

I would like to remind you all here that when I chose to revamp our office policy I made sure by speaking with Andrew, our State's Attorney, that everything I did was supported by state statute.

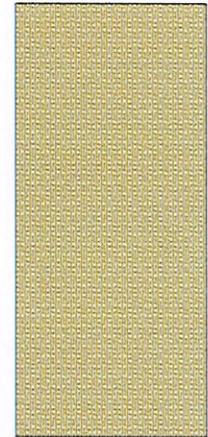
35 ILCS 200/15-175(i) "In all counties, the assessor or chief county assessment officer may determine the eligibility of residential property to receive the homestead exemption and the amount of the exemption by application, visual inspection, questionnaire or other reasonable methods. The determination shall be made in accordance with guidelines established by the Department, provided that the taxpayer applying for an additional general exemption under this Section shall submit to the chief county assessment officer an application with an affidavit of the applicant's total household income, age, marital status (and, if married, the name and address of the applicant's spouse, if known), and principal dwelling place of members of the household on January 1 of the taxable year. The Department shall issue guidelines establishing a method for verifying the accuracy of the affidavits filed by applicants under this paragraph. The applications shall be clearly marked as applications for the Additional General Homestead Exemption."

I stand by my decision not to accept any late applications regardless of who the property owner may be and I am supported by statute in my decision to have final say in determining eligibility and acceptance for all homestead exemptions as the Chief County Assessment Officer.

Thank you.

WOODED ACREAGE

HISTORICAL ERROR CORRECTION OF WOODED
ACREAGE PROPERTY CLASS AND ASSESSMENTS



HISTORY

- Bulletin 810 (published 2000) set new standards for how all farmland would be assessed in the State of Illinois.
- 2006 all counties required to assess farmland using Productivity Index (PI) values certified by the Illinois Department of Revenue.
- This disqualified wooded acreage to receive the preferential farmland assessment.
- 2007 Wooded Acreage Transition Law effective October 1, 2007. SB0017, Chief Sponsor Senator John M. Sullivan(D). Sent to Governor 8-2-07, Governor approved 10-1-07, effective immediately.
- Timeline of SB0017 available

HISTORY CONTINUED

- All wooded acreage beginning with the new law passed in 2007 was to be classed as such using the state code 0029 and be reassessed using the “transition percentage” assessment (TPA) formula, Publication 135, statute 35 ILCS 200/10-510(a).
- With this law, all wooded acreage that transferred ownership after October 1, 2007 was to be classed using the state code 0030 or 0040 (residential land with or without improvements) and assessed at 33 1/3% fair market value (FMV), statute 35 ILCS 200/10-510(b).

IMPLEMENTING IN MONTGOMERY COUNTY

- Wooded acreage parcels with the same owner that are part of a contiguous farm operation will remain farm and will continue to receive the farmland preferential assessment.
- Parcels that consist of farm and wooded acreage will continue to receive the farmland preferential assessment as long as the farm portion of the parcel is greater than 50% of the wooded acreage portion.
- This law has been implemented across the county sporadically the past 17 years.

HOW WOODED ACREAGE ARE TO BE CLASSED AND ASSESSED

WTP, CSP, CRP, RESIDENTIAL

WOODED TRANSITION PROGRAM (WTP)

- Under same ownership since October 1, 2007 or before
- Property Class 0029- WTP
- Assessment- “transition percentage” assessment formula found in Pub. 135
 - $2006 \text{ EAV} / 2006 \text{ FMV} = \text{transition percentage}$
 - CCAO will multiply the current FMV by the parcel transition percentage annually to calculate assessment

CONSERVATION STEWARDSHIP PROGRAM (CSP)

- Property Class 0028- CSP
- Assessment- 5% fair market value
- Agreement provided to us by the Illinois Department of Revenue
- Apply through Illinois Department of Natural Resources

CONSERVATION RESERVE PROGRAM (CRP)

- Property Class 0011-CRP portion less than 50%
 - Assessment- CRP portion receives preferential farmland assessment and remaining portion assessed at 33 1/3% fair market value.
- Property Class 0021-CRP portion greater than 50%
 - Assessment- preferential farmland assessment
- Contract must be provided by land owner
- Apply through Illinois Department of Natural Resources

RESIDENTIAL

- Wooded acreage transferred ownership after October 1, 2007
- Property Class 0030 (land only) or 0040 (land with improvements)
- Assessment- 33 1/3% fair market value

FILING AN ASSESSMENT COMPLAINT WITH THE BOARD OF REVIEW

- Complaints are available in my office or online.
- Complaints are due 30 days after publication, we try to publish the first week of December.
- Complaints cannot be filed on the statute. However, complaints can be filed if you believe your assessment is higher than 33 1/3% FMV or if you have 2 years of evidence showing the parcel is part of a farm operation.

FARMLAND REQUIREMENTS FOR RECLASSIFICATION

To qualify as farmland the property owner must be able to provide 2 years of Schedule F federal tax returns as evidence showing they are part of a legitimate farm operation. This would include property owners with tillable land as well as wooded acreage fenced in and used as wooded pasture for livestock.

Statute 35 ILCS 200/1-60 states “farm does not include property which is primarily used for residential purposes even though some farm products may be grown or farm animals bred or fed on the property incidental to its primary use.”

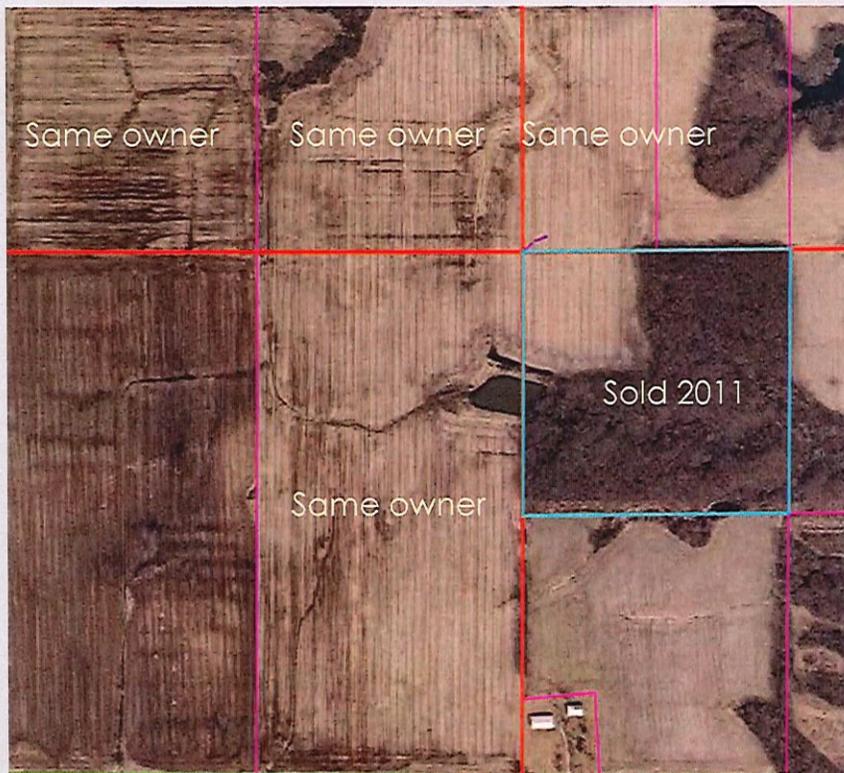
Statute 35 ILCS 200/10-110 states “farm as defined in Section 1-60 and if used as a farm for the 2 preceding years”

EXAMPLE 1



Both parcels transferred ownership in 2012 the 31.61ac parcel was reclassified and reassessed per statute. The 10ac parcel remained farm and received the preferential farmland assessment.

EXAMPLE 2



Transferred ownership
2011, wooded acreage
greater than 50%.

However, the same
owner owns 180ac of
land that is part of a
large farm operation
contiguous with the
parcel; therefore, it
remains farm.

EXAMPLE 3



Wooded acreage greater than 50%, however, completely fenced in for cattle. Property owner can provide 2 years of Schedule F tax returns showing this is a farm operation, remains farm as wooded pasture.

EXAMPLE 4

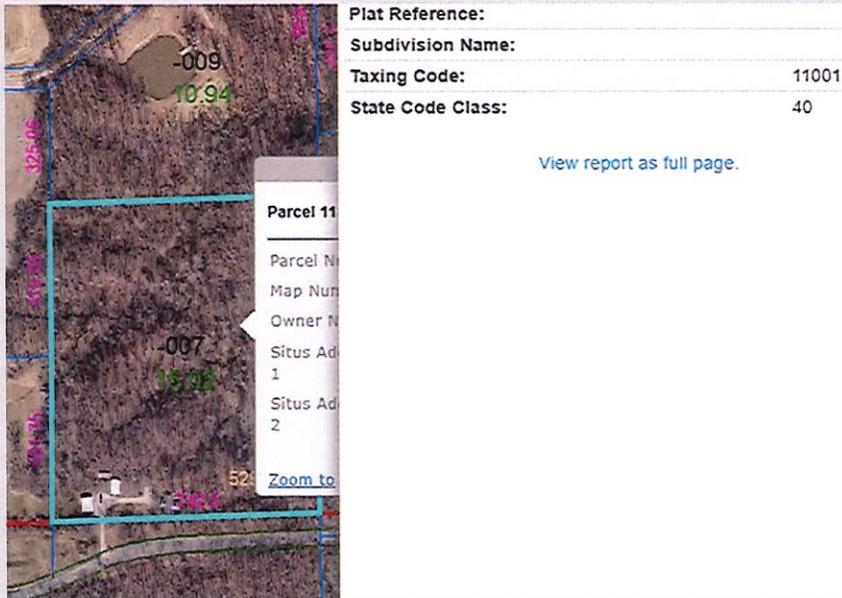


Example of property that has farm animals but is a Property Class 0040 and receives a residential assessment as the farm animals are for personal use and a Schedule F cannot be provided.

EXAMPLE 5

Macoupin County example showing they do implement this statute, wooded acreage classed as residential assessed at 33 1/3% FMV.

I have spoken with CCAO John in Macoupin and they do their best to reclass and reassess wooded acreage according to statute.



The screenshot displays a GIS interface with a map on the left and a data table on the right. The map shows a wooded area with several parcels outlined in blue. One parcel is highlighted with a red border. The map includes labels for parcel numbers (e.g., -009, -007) and acreage (e.g., 10.94, 15.08). A 'Zoom to' button is visible at the bottom of the map area.

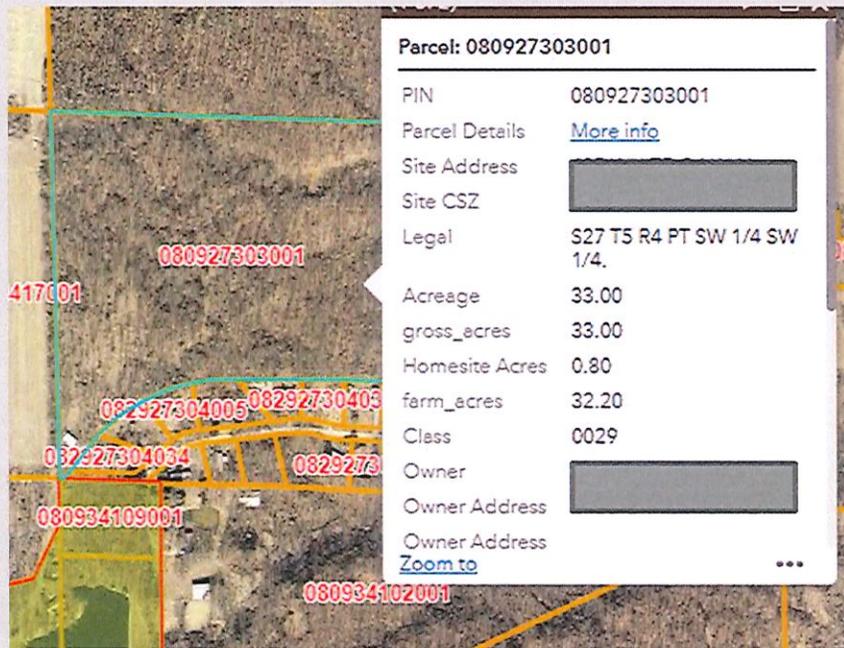
Plat Reference:	
Subdivision Name:	
Taxing Code:	11001
State Code Class:	40

[View report as full page.](#)

Parcel 11	
Parcel N	
Map Num	
Owner N	
Situs Ad	
1	
Situs Ad	
2	

[Zoom to](#)

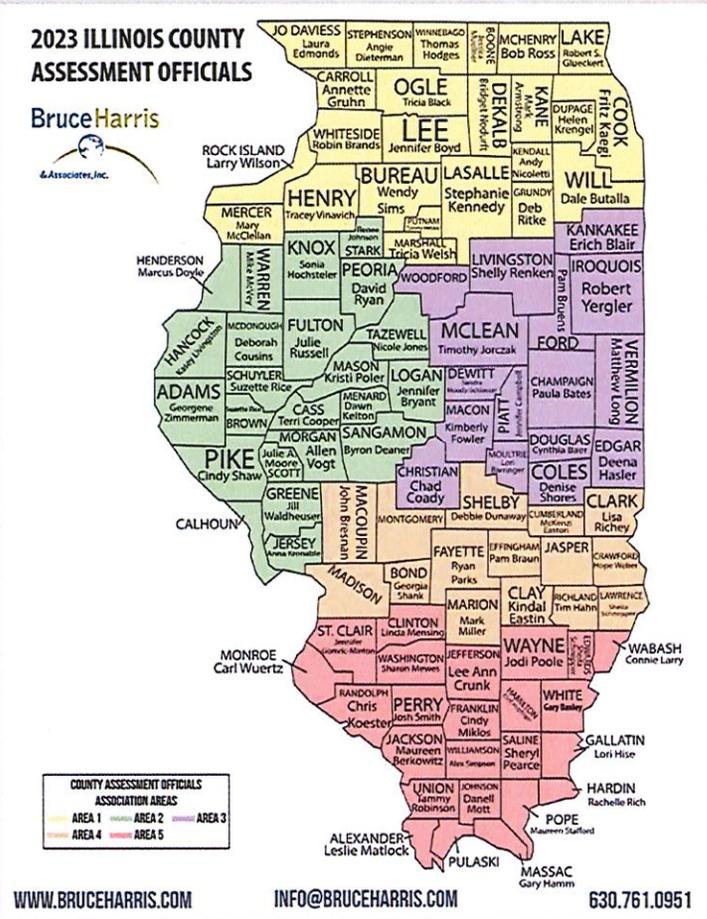
EXAMPLE 6



Bond County example showing they have implemented this statute and wooded acreage is classed as WTP 0029.

I have spoken with CCAO Georgia and they also do their best to reclass and reassess wooded acreage upon transfer of ownership. They implemented this in 2007 when the law was passed.

QUALIFICATIONS



CCAO map directory provided by Bruce Harris on the CAO website has Montgomery Co listed as vacant. This map is from January 2023 before I was appointed. This map is not up to date as it also has Madison and Jasper listed as vacant and they have since been filled. It also still has Tim listed for Richland Co and Alex listed for Williamson and they have since retired.

The Illinois Department of Revenue recognizes me as the Montgomery Co CCAO, as they reimburse the county for half my salary and I have all my credentials to hold this office.

PROPERTY CLASS CODES

Property Class Code List

Select	Property Class
<input type="checkbox"/>	0000 New Parcel -Unassessed
<input type="checkbox"/>	0010 Rural Improved Non-FB
<input type="checkbox"/>	0011 Rural Land Improved
<input type="checkbox"/>	0020 Rural Unimproved Non-FB
<input type="checkbox"/>	0021 Rural Unimproved
<input type="checkbox"/>	0027 Wind Turbine
<input type="checkbox"/>	0028 Conservation Stewardship
<input type="checkbox"/>	0029 Wooded Transition
<input type="checkbox"/>	0030 Residential Vacant Land
<input type="checkbox"/>	0032 Subdividers Land
<input type="checkbox"/>	0040 Residential Improved
<input type="checkbox"/>	0041 Model Home
<input type="checkbox"/>	0043 Low Income Housing
<input type="checkbox"/>	0050 Commercial Residential 6+
<input type="checkbox"/>	0052 Comm Sub Land
<input type="checkbox"/>	0060 Commercial Business
<input type="checkbox"/>	0062 Comm Sub Land
<input type="checkbox"/>	0070 Commercial Office
<input type="checkbox"/>	0072 Comm Office Sub Land
<input type="checkbox"/>	0080 Industrial
<input type="checkbox"/>	0082 Industrial Sub Land
<input type="checkbox"/>	0090 Exempt
<input type="checkbox"/>	4500 State Assessed RR
<input type="checkbox"/>	4510 Township Railroad
<input type="checkbox"/>	4600 Pollution Control
<input type="checkbox"/>	5000 Locally Assessed RR
<input type="checkbox"/>	5020 Non-Carrier Land
<input type="checkbox"/>	7100 Coal Assessments
<input type="checkbox"/>	7200 Oil Assessments
<input type="checkbox"/>	7600 Mineral Rights - Misc
<input type="checkbox"/>	9999 ALL USE CODES (DEFAULT)

List of property class codes per Illinois Department of Revenue. Further definitions can be obtained from IDOR or the Illinois Property Tax Code.

All properties receive 33 1/3% FMV assessments unless a property qualifies for a preferential assessment.

Property classes do not have individual tax rates.

Tax rates apply to an entire taxing district and all property classes within that district.

*Email Correspondence between Brandi Lentz and IL County Assessors Regarding
Wooded Acreage Assessments*

Adams

Hi Brandi,

We follow the Illinois Department of Revenue guidelines. It would depend on if they have applied for Forestry Management Plan or Conservation Stewardship Plan.

Thanks,

Kelly Thompson

Alexander

Bond

Per my follow-up phone conversation on 11/6/2024 @ 4:05p Bond County Assessor Georgia Shank, Bond County is not implementing this. She stated a lot of wooded acreage is in programs already and alot of farms have wooded acreage attached to it with the primary use being farming.

Boone

Good morning,

If the acreage of the parcel that is tillable is actually farmed, then the parcel could be assessed as a farm and the remaining wooded acreage would be assessed as other farm. I have attached IDOR publication 122 for reference.

Jessica Muellner

Brown

Bureau

I have attached the farmland assessment questionnaire that would determine if a parcel qualified for the preferential farmland assessment. These operations would need to take place for at least two years prior to being assessed as farmland. Upon completion of the form return it and a determination will be made as to if it qualifies or would be assessed at 33 1/3 market value. Let me know if you have any questions.

See Attachments

Calhoun

Brandi,

It would be assessed under farmland values unless it is in one of the preferential programs.

Let me know if you need more information.

Peggy M Hall

I'm new with the assessor office and haven't gotten to the land use and changing any of that my main concern has been just getting new buildings picked up and other buildings reassessed since our sales ratio is so low.

Peggy M Hall

Carroll

Cass

Cass County is not currently assessing any acreage as "recreational ground". In the example that you give the parcel would be assessed as Farmland. Meaning crop, pasture or other (timber), etc.

Terri Cooper

Champaign

Is there a parcel number or owner's name?

Paula Bates

We have 45 parcels in the county assessed under the preferential assessment for wooded acreage. These parcels are unimproved parcels that were previously assessed under the Farmland assessment law in 2006 but was not in a qualified farmland use (does not qualify as cropland, permanent pasture, other farmland or wasteland), the parcels are not managed under a forestry management plan or qualify for another preferential assessment, the parcels are wooded acreage, and are 5 acres or greater. Notices were mailed when the assessment was calculated, and the statute was enacted.

Sincerely,
Paula Bates

Christian

As we discussed the other day, it could remain as farm or it could be changed if there was no longer a qualifying farm use.

John C. Bresnan

Any change in assessment other than from an equalization factor will generate a change in assessment notice that is mailed at the time of publication for the year in question. This happens regardless of what county you are in. If Montgomery County is making changes in assessments like this, change in assessment notices will be sent out.

John C. Bresnan

Clark

If the land owner does not own any other tillable farm ground adjacent to this tract, the 20 acres, if still tilled, would be assessed under the preferential farmland assessment. The other 80 acres would be at 33 1/3% of market.

Lisa A. Richey

Brandi,

According to the Illinois Department of Revenue, there is no gradual phasing. We are to assess non-farm land at 33 1/3 of market value by statute.

If a land owner has several parcels, I do take that into consideration when reassessing. So if you own 2 tracts of land: one has mostly tillable and one has mostly woods. If they are contiguous and when put together the cropland/crp is at least 50%, then I keep it classed as a farm.

I have worked in this office since January of 2004. We began implementing this change as soon as the law was enacted. If there is a change in assessment, you will receive a PTAX-228, Assessment Change Notice. You will then have 30 days to file a complaint on the value, not the taxes, with the Board of Review.

In my opinion, you have been paying less than your fair share for several years.

Lisa A. Richey

Clay

Good Morning,

By statute, we are to assess according to the "majority use" of the land.

The tillable acreage would keep that preferential assessment. As far as the wooded, we would assess it according to its use. If it is contributing to the overall operation of the farm, then yes, it would remain under the farmland preferential assessment. If however, its use is strictly for recreational purposes, we would assess the wooded acreage at 33 1/3 % of the market.

I would strongly suggest that the buyer enroll in a Forestry Development Plan through Illinois Department of Natural Resources. That way they can be assured to remain at the preferential farmland assessment. Since over 80 acres would be wooded, they would meet the minimum requirements for acreage. There are also other programs available such as Conversation Stewardship, which is also available through IDNR.

Let me know if you have any other questions.

Thanks!

Kindal Eastin

We have a letter that we will send shortly after the sale if the assessment is going to be a significant change, that way they are given ample time to get signed up for a program. I have attached that letter. Otherwise, if the change in assessment isn't a major increase, the Notice of Change In Assessment that they receive is their notification, and they have the right to appeal that change to the Board of Review. We do understand that some of these programs take time to get signed up for, so we do allow a little grace period, but I do ask that they at least get me some documentation to show that they are in the process of signing up for a program.

We try to be proactive before the sale. If a realtor calls about a property, or a buyer calls us, we let them know that by law, we must reassess it to market value, if it isn't under qualified farm use. Usually that gets the process started shortly after the sale. We do have some properties that have been "missed" and not re-classified and reassessed at market value. Those landowners will also receive a letter, and they too are given enough time to get themselves signed up for a program.

If combined and a majority of the use of their land was tillable or primarily used for agricultural purposes, we give it the preferential treatment, since it is part of a "major farm".

It's based on when the property sells, or if we find some that was missed along the way. So it is more gradual.

Kindal Eastin

Clinton

Brandi:

Depends, if the 100 acres was owned before 10-1-2007 then it remains in wooded acreage, 80 acres valued as other farmland and 20 acres valued as tillable. If sold or more than 50% interest is transferred then the 20 acres would remain tillable and the remaining 80 acres would be market value; unless the adjoining land owner purchases it and it is titled the same way and has more than 80 acres of tillable to offset the timberland of 80 acres then it would be considered farmland.

If you have any further questions, please contact me.

Linda J. Mensing

In 2006 when they were making changes to the wooded tracts, we had several people get into programs due to the foreseen changes coming, there were many meetings concerning these changes for people to be aware of the situation.

It is very unfortunate that Montgomery County did not make the changes they should have back then, many people that it should have affected, I am sure became lax in getting into a program. We still have people today buy timber and say they are not aware of the changes. I would suggest that anyone who may be affected, start the process of getting it into a Forestry Program or a Conservation Stewardship Program, they can appeal the change in assessment but if the law is followed and it is based on the market value of timberland, it may be hard to fight.

We have had people that were in a program and do not renew it and they are then met with a large tax bill like you described and say they didn't know it would affect their bill this much.

Linda J. Mensing

Coles

Good morning,

Would the property owner own any adjacent farmland property? If not, then 50% of the ground would need to be tillable for the entire track to qualify for preferential assessment. If you want to give us more specific information, then we could look further into but this would just be a general answer. Let me know if you have any further questions.

Enjoy your day!

Michelle Babbs

Cook

Not Applicable

Crawford

Will it be owned by someone who is a farmer in our country? Someone who would have other farm acreage?

I don't understand how a property classified as WTP would cause that type of increase. A property being reclassified out of WTP would cause that type of increase but that is just how it works. That's the law.

I have attached the handout from the Department of Revenue that gives a good overview of the Wooded Transition Percentage classification.

Hope Weber

I don't understand how a property classified as WTP would cause that type of increase. A property being reclassified out of WTP would cause that type of increase but that is just how it works. That's the law. I have attached the handout from the Department of Revenue that gives a good overview of the Wooded Transition Percentage classification.

Hope

Cumberland

Dekalb

Good Morning,

This can vary from one County to another. It is a judgement call on the part of the Assessor if they consider the wooded land to be "idle". I have attached the Illinois Department of Revenues publication on Farmland Assessing. DeKalb County would consider the parcel to be farm with the wooded acreage to be contributing to the farm and assessed as wooded.

Bridget Nodurft

Good Morning,

When the wooded transition law came into effect DeKalb County audited wooded parcels to see if they qualified for the special assessment, reclassified qualifying parcels to a property class of "0029", applied the special assessment at that time. Notices were sent to the property owners. When reading the farmland publication it leaves discretion to the assessor in their approach to idle farmland. Which wooded land would fall under. They can take the approach that the wooded land contributes to the farm, giving it a farm based assessment or non-contributing, giving it a non-farm assessment. For a parcel to receive a wooded transition assessment today, the land would have to have been owned by the current owner prior to 2007 to qualify. Wooded Transition preferential assessment is applied by the Supervisor of Assessments of the

County. I have attached the Department of Revenues publication on Preferential Assessments.

Every County also has discretion on how their Board of Review handles their assessment appeals. Have you visited the County's web site to review the Board of Reviews Rules on appealing? I did take a look and did not see a publication for 2024. Is it possible that they haven't published yet?

Bridget Nodurft

DeWitt

Good morning. It depends on the use of the the prior two years and on the intended use. I hope that helps.

Thank you,

Brandi Carter

Douglas

Brandi,

A 100-acre tract with tillable would be valued as farm. I would not be preferential assessment but based on land use and the soil PI's.

Farmland in Illinois is not at market value.

Regards,

Cynthia Baer

Dupage

Edgar

Edwards

Effingham

Fayette

Brandi,

We assess each parcel of land according to its use. If legitimate farming practices are taking place on the parcel and other ground is contributory to the farming practice we would assess the parcel as farmland. If the primary use of the land is non-farm we would give it an assessment of 33 1/3.

Ryan Parks

Ford

Franklin

Fulton

Good Morning,

In a hypothetical situation such as that, we would not assess the property as farmland. The guidelines established by the Department of Revenue instruct us to classify property according to its "predominant use". In terms of conventional farming, the application of that guiding principal equates to the "conventionally farmed" portion of the property needing to be the same size, or bigger, than the wooded portion.

Typically, we recommend owners of tracts of land such as this to enroll in a Conservation Stewardship or Forestry Management program through the Illinois Department of Natural Resources.

Conservation Stewardship Info: <https://dnr.illinois.gov/conservation/csp.html> (This program reduces the assessment from 33.3% of Market Value to 5% of Market Value)

Forestry Management Info: <https://dnr.illinois.gov/conservation/forestry.html> (This program qualifies the owner to receive a farmland assessment on the entire parcel)

Hope this answers your question!

Thank you,

Julie A. Russell

Good Morning,

In regards to notifying taxpayers about changes in their property classification, we notify them in two different ways.

1. We are required to notify taxpayers through the mail, with a PTAX-228 "Notice of Property Assessment" anytime we revalue their land or buildings, change their property class, remove or add building(s) or if it is their "General Assessment Year/Quad Year". The only changes we are permitted to make to an assessed value WITHOUT notifying the taxpayers is: Equalization and Farmland Recalculations due to the current year farmland values as certified by FATAB and our local Farmland Assessment Review Committee.
2. The same value changes previously identified are also required to be published in a newspaper(s) of general circulation in the County that is publishing them.
3. In Fulton County, when someone purchases land that was previously enrolled in a Conservation Stewardship Program, a Forestry Management Program or was still classified under the "Wooded Transition" statute, we send them a letter toward the beginning of the year, informing them that by law, we have to remove them from that preferential assessment category, and that their assessment is going to go up exponentially. We then also include information about the Conservation Stewardship Program and Forestry Management Program.

We also work with the landowner, in the event that they are not able to get a Forester out to their property prior to the close of the Board of Review for that Assessment Year. The biggest factor in this situation is not *when* they get a Forester to the property, it's *IF* they have started the application process, have

had communication with us to let us know that they are actually going through the process, and can provide documentation of such.

In addition, many farmers hold adjoining parcels that, when combined, consist predominantly of tillable or CRP land. Did your county allow any exceptions for these situations, or were the adjustments focused on large-scale farming operations?

1. This is actually the first thing we look for, when someone purchases a tract of land that is not going to be considered farmland. We come from one of the largest County's in square miles, but are still very "small" when it comes to knowing pretty much everyone here. We also take into consideration "family farms" where Mom & Dad may own 40 acres of tillable land, and their daughter & son-in-law just bought 40 acres beside them, with 15 tillable acres and 25 wooded acres. If we *know* it's an extension of the overall farming operation, we give it the appropriate classification.

Lastly, was the assessment increase phased in gradually, or was it applied in full at once?

1. If we reclassify a parcel from "Farm" to "Non-Farm" there is no way to phase it in. It's a jump from a "preferential assessment" to being valued at 33.33% of Fair Cash Value.

2. Unfortunately, there are not really any allowances in the Property Tax Code for us to "phase in values". We are required by law to value property based on its current use, its highest and best use, and the appropriate percentage of Fair Cash Value.

3. Depending on the County and the CCAO and/or Township Assessors, land may be revalued yearly, every four years or every "insert number of years here". Everyone is different. I monitor vacant, rural land sales every year and develop an average price per acre and a median price per acre for the entire County. We then typically do a "mass revalue" every four years, if it's warranted.

4. The only real "phasing in" we are allowed to do, is through the application of Equalization Factors/Multipliers. Those factors can be applied by the CCAO, the Board of Review, or the State of Illinois. They are based on the prior 3 years' worth of sales, and are issued in order to uniformly raise or lower specific (or all) property classes within a Township or County-wide. The purpose of issuing these factors is to meet the statutorily required level of assessments, which is 33.33%.

Hope this answers your questions,
Julie A. Russell

Gallatin

Currently the entire tract is assessed as a preferential farmland assessment. If you have any questions let me know.

Lori Hise

Greene

Grundy

Good morning. It depends on how the rest of the parcel is being used. Is there a residence?

It sounds like you are referring to the Wooded Acreage Transition property class. Attached is Publication 135 from the Illinois Department of Revenue. I hope this information is helpful.

Thank you,
Deborah Ritke

Hamilton

Brandi,

In my opinion, there is quite a bit of grey area in statute when it comes to farmland assessments involving wooded acreage.

In your particular scenario:

If the 100 acres is the only parcel of land they own in Hamilton County, the majority of the acres on the parcel have to be considered farmland (cropland, permanent pasture, CRP, etc.) in order for the wooded acreage to be allowed the "Other Farmland" preferential farmland assessment. 51 acres are tillable out of the 100, the remaining 49 acres of wooded acreage would be assessed as Other Farmland and not Fair Market Value. 51 acres wooded & 49 tillable - the wooded 51 acres would need to be assessed at Fair Market Value.

Clint Hopfinger

Hancock

Hardin

Henderson

If its all on the same parcel it all gets assessed as farmland.
Assessor Henderson County

Henry

Iroquois

The assessment of wooded acreage depends on whether it is considered part of a qualifying farm parcel. If it is, the wooded acreage may be eligible for a preferential assessment. However, if the wooded acreage is its own separate parcel, it would not qualify for preferential assessment on its own. It is important to assess all aspects of the parcel to determine eligibility. Other options for wooded acreage are Conservation Stewardship programs and DNR Forestry Management program.

Mia McCammon

Jackson

We would soil map the 20 acres and give preferential assessment there. The other 80 acres would be at 33.33% of market value unless it was in Conservation Stewardship program or had a Forestry Management Plan.

Maureen Berkowitz

Jasper

Brandi, in this 100 acre tract, if only 20 acre of it were crop, depending on what the other 80 acre is, other, permanent pasture, that remaining 80 acre would be assessed accordingly. "Other" farm ground. Such as trees, would be assessed at 1/6 EAV, permanent pasture is at 1/3. Hope this helps.

Thanks,

Tom Matson

Jefferson

20 acres could be assessed as farmland preferential assessment, the remainder should be assessed at 33 1/3% market value. I would recommend reaching out to IDNR to see if the remainder could qualify under another preferential assessment.

Lee Ann Crunk

Jersey

Hi Brandi,

We use the 50/50 rule. If the tract is over 50% tillable it will stay assessed as farmland. If the tillable is under 50% the wooded acreage would have to get into a conservation program (forestry management or conservation stewardship) through IDNR (Ill Dept of Natural Resources) and we would have to have a letter from the farmer about the tillable. If none of that happens the entire tract will be assessed as 33 1/3.

Thanks,

Christy

Jo Daviess

No, it would not. They have to be farming a majority of the property. Are standard for a majority is 51%.

Thank you,

Laura Edmonds

For us, if they were in wooded acreage prior to the Bulletin 810, then it has remained; unless the property has sold. I believe we have less than a handful of properties still in wooded acreage. Most property owners are in a preferential assessment with a forestry plan. I can not speak for Montgomery County, but here if there is a classification change, the property owner would receive a notice in the mail, and then would have 30 days to file an appeal according to statute.

Laura Edmonds

Johnson

Kane

Kankakee

Kendall

Hi Brandi,

Yes it would qualify for farmland assessment. The 20 acres would be assessed as Cropland and the wooded would be assessed as Other Farmland.

Andy Nicoletti

As long as the tillable portion continues to be cropped, we leave the property classified as 0021 and it continues to be assessed as farmland. If the owner ceased farming the tillable area, then the parcel would be assessed as 0030 Residential Vacant land.

35 ILCS 200/510 only applies to the property if taxpayer owned the property on October 1, 2007 (35 ILCS 200/10-505 (6)). If the property has transferred, other than between spouses, after that date then this statute does not apply to the property and it must be assessed as otherwise permitted by law beginning the following assessment year (35 ILCS 200/10-510 (b)).

Andy Nicoletti

Knox

No it would not.

Sonia M Hochstetler

Lake

LaSalle

Good morning,

As long as the 20 acres is part of the 100 acres (all combined as 1 parcel number) the wooded acreage part would be part of the farmland assessment and the wooded part would be considered other farmland. If there is a home on the parcel, the home and homesite area of the parcel is assessed as residential and assessed at 33 1/3 of market value. If you have any other questions, please let me know.

Thank you!

Jana Finch

Lawrence

Lee

Hypothetically, in the situation you are describing, if 20 acres of a 100 acre parcel is being assessed as farm and the other 80 acres are all wooded, we would assess those

80 in the farmland category as "other farmland". Is there a Lee County parcel you would like me to look at?

Jennifer J Boyd

Livingston

Logan

If there is tillable acreage attached to wooded acreage, the wooded acreage will also get preferential assessment as farmland and will be classified as Other Farm ground.

Jennifer Bryant

Macon

Brandi,

If those 100 acres are located on the same parcel then we will utilize our land use layer to help determine what we believe the primary use of that land is. We will look at the aerial photo of the area and see if any of it appears to be farmed. If it does then we will apply the Cropland land use layer to just the specific farmed areas which will then be taxed based on the productivity of the soil values we get from the state. If any of the land appears to be a residence then we will apply the Homesite land use for that area and it will be assessed as a normal residence but only for that small area of use. Any land that is not strictly used for a residence or part of the farm will be given Other Farm which is assessed at a lower amount than the other land uses. So in short, the entire 100 acres would get the farmland assessment but only the parts of the farm being actually farmed will be assessed as farmland while the rest will receive different land use layers. Hope this helps clear up any confusion! Let me know if you have any more questions or need anything.

Thank you,

Jacob Watson

Macoupin

As we discussed the other day, it could remain as farm or it could be changed if there was no longer a qualifying farm use.

John C. Bresnan

Any change in assessment other than from an equalization factor will generate a change in assessment notice that is mailed at the time of publication for the year in question. This happens regardless of what county you are in. If Montgomery County is making changes in assessments like this, change in assessment notices will be sent out.

John C. Bresnan

Madison

The 20 acres tillable would be farmland and the rest 33.33% of market value. I would recommend a forestry program through Illinois Department of Natural Resources for all of the wooded acreage to bring that wooded acreage assessment down.

Thank You!
Denise Shores

Marion

Marshall

Mason

Massac

Brandi,

The term farmland in Illinois gets widely misunderstood. I will refer you to read all about how farmland is to be assessed in Illinois by linking on the Massac County GIS HUB site below. Under Bulletin 810 you can make your own determination how farmland is valued. <https://gis-massac-county.hub.arcgis.com/>

Let me know if I can help you out in any other ways.

Thanks,
Gary Hamm

McDonough

McHenry

McLean

It depends on what the wooded acreage is being used for. If it's primarily being used for residential, commercial, or recreational use, then the wooded acreage would be assessed at 33 1/3%. With certain mixed use property, the farmland portion has to be larger than the residential/recreational portion otherwise none of it qualifies for the preferential farm assessment. If the wooded acreage is under a forestry management plan or being used for timber, then it would be assessed under farmland. If it's under a conservation stewardship plan, then it would be assessed at 5% of market value.

Regards,
Shaun Harner

Brandi,

Please see the attached Illinois Department of Revenue Publication 135 that discusses the different preferential assessments for wooded acreage. We don't currently have any parcels under that preferential assessment, so I'm not too up to date with all the particulars. Hopefully this publication will help.

Regards,
Shaun Harner

Menard

Mercer

Monroe

Montgomery

Morgan

The preferential farmland assessment would be decided on a case by case basis, for each parcel. We do not have set manner on which these are done. A property owner can file an appeal with the Board of Review if they are not happy with the assessment placed on their parcel.

Moultrie

Ogle

For a parcel with tillable ground that portion is assessed with farmland assessment. Overall the parcel would need to have a principal use as farm for the entire parcel. If it is put in the Forestry program or the Conservation stewardship program, those programs would give it a lower assessment. If the parcel is currently classed as farmland it may not change from that farmland assessment. If the use changes or the tillable is split off then it could be re-classed to non farm.

I hope this information helps. Let me know if you need anything else.

Thank You
Tricia Black

Peoria

Good morning Ms. Lentz,

Attached is Publication 122 from the Illinois Dept. of Revenue, regarding farmland assessment. Page 6 would be a good page to take a look at, also pages 4 & 5 which discuss forestry and conservation properties. The attachment only has the first 14 pages or so, I did not include any of the tables/schedules, etc.

Chad Jones

Perry

In order for the parcel to receive the preferential farmland assessment, 50% of the parcel would need to be farmed. In this case, it looks like you are a little short on the cropped acres.

You will want to contact IDNR to get a forestry management plan or conservation stewardship for the property. This can be done by calling the Perry County USDA at 618-357-6016 Ext. 3 or by hiring your own private forester. Let me know if you have any more questions.

Josh Smith

Piatt

Hello Brandi

If the wooded acreage is bigger than the farmed portion, which it sounds like this is, and it is not enrolled in a qualified preferentially assessed program such as a forestry plan or conservation plan through Illinois Department of Natural resources, or encumbered by conservation rights, it should be assessed at 33.33 of market value.

Sincerely,
Jennifer Campbell

Any changes made to reclass land would have generated a notice to the landowner. Land should be assessed for what it is being used for. Assessments are applied as of January 1st each year regardless of when the landowner took possession. You seem to be speaking of specific adjustments. There are many different reasons for assessment changes, and I am unsure of what you may be referring to. Is there some specific parcel you have questions about?

Sincerely,
Jennifer Campbell

Aww I see. Land should always be assessed according to use as it is defined in state statute, so that is what I try to do. As we find errors in use we try to correct it, and it should be done as of January 1st each year. To not do so would indicate that I am favoring that taxpayer, and create an inequity between that person, and other taxpayers. I have in the past sent letters to explain these changes before the assessment notice is generated and mailed, but it was done as a courtesy, and both send the same information. The notice is sent to the taxpayer at varying times among each county, but all have the option to file a complaint within 30 days of the date on the notice. The tax bill is then paid the following year. Hopefully, that is helpful.

Also, the multiplier is driven by property sales in each township, not the EAV. When the sales indicate that the local assessments are not within range of the current market values a factor is applied to correct that. It does create an increase or decrease in the EAV, but not the other way around. And the sales used to determine that factor exclude farmland sales.

Sincerely,
Jennifer Campbell

Pike

Hi Brandi,

The guidelines are set up thru IL Dept of Revenue and I follow them. You can find the publication on their website, I believe it is Publication 135.

It would depend on if the owner had a Forrestry Management plan set up, if the land is being "farmed".

On Wooded Transition parcels, once they sell, they must be changed. If it is farm related, I change it to farm. If it is not, I change it to Rural non Farm and it is assessed at 1/3 fmv. The owner then has the options of putting it in a conservation plan.

I hope this helps.

Thanks,
Cindy A. Shaw,

Pope

Good morning,

Only the 20 acres of tillable would be assessed as farmland unless the wooded acreage was signed up in a Forestry Management Plan. Unless a plan is put in place the wooded acreage would be assessed at 1/3 of fair market value. There is also a Conservation Stewardship Plan that allows the property to be assessed at 5% of fair market value. Those plans can be researched on the IDNR website.

Maureen Stafford

Pulaski

Putnam

Good Morning

I would give it its farmland assessment.

pcassessor

Randolph

Richland

Rock Island

Saline

Sangamon

Schuyler

All would be assessed at farmland assessment rates.

Suzette R. Rice

Scott

If the majority is tillable, we would leave it as farmland. If the majority is wooded, we would assess it at 33 1/3 of market value.

Julie Moore

Shelby

Hello, I have attached information on how farmland is assessed. All farmland is assessed the same throughout the State of Illinois. See Attachments.

Deborah Dunaway

St. Clair

Stark

Stephenson

Tazewell

Union

Brandi,

We really look at about 50% of the acreage being farmed. That can be a crop, pasture or acreage with a Forestry Management Plan. There is also a Conservation Stewardship Plan which, if there is no intent to farm the land, is a good option. The assessment then would be 5% of Market Value. Information on these plans can be found on the Illinois Department of Natural Resources website. Hope this is helpfull

Tammy Robinson

Brandi,

When a property transfers ownership or we come across a tract that doesn't appear to have any farm use or a plan we flag the card and check it. If a new owner shares that they are working on a plan or intend to begin some type of farm use we do not immediately take it out of farmland. For those we do remove from the farmland assessment the owner receives an assessment change notice just as anyone would who has an assessment change. We do look at the farm as a whole. Not just individual tracts that make up the farm.

Tammy Robinson

Vermillion

Wabash

Warren

Brandi,

Unfortunately, the guidelines from the State are not that simple. In a situation where the farmed portion is smaller than the non-farmed portion, there are other factors that need to be answered. Some examples would be to determine the primary use of the non-farmed portion, is it idle land, part of a forestry management plan, used for commercial hunting, or something else. Another factor would be if this parcel is part of a larger farm tract and has adjoining farm parcels. We would also look at the ownership, is the owner a farmer and do they file a Schedule F with their tax returns. I would recommend contacting the Township Assessor and or the County Assessor where the tract is located and see what criteria they have applied to this tract and go from there.

Michael McVey

We have not experienced any large assessment increases similar to what you are describing. In case you have not already seen it, I have attached a fact sheet from the Department of Revenue regarding wooded acreage assessment.

Michael McVey

Washington

Wayne

White

Whiteside

Brandi,

Yes, as long as there is some part of the 100 acres that is producing a crop it would all qualify for the preferential farmland assessment.

Robin Brands

Will

Good afternoon,

Thank you for your recent inquiry. In reference to your question, please see below.

In the matter stated below, the parcel would not be assessed as 100% farmland. Wood acreage or what would be considered idle land or land that cannot be cropped without additional improvements is valued under farmland. However if the idle portion is larger than the portion that is a compliant use for farm, the "other" land is valued at market value according to its highest and best use.

I hope this answers your question. If you need additional information, please do not hesitate to contact the office.

Iris S. Shaw

Williamson

Winnebago

Good morning Ms. Lentz,

We would require that the majority of the parcel to be used as farmland in order to receive a farm land assessment under the Illinois Property Tax Code. Parcels which do not meet this threshold will be valued at the 33 1/3% of the fair cash value.

Please let me know if you have any questions or need anything additional.

All the best,
Tom Hodges

Woodford

Brandi,

With the details from your email, if any portion is being farmed for at least the past two years, it would be a farm property class. Within the farm class it can be broken down by what is cropland, permanent pasture, other farmland etc. The farmland

assessed value is based on these categories, the soil types within these categories and the productivity index.

If a property such as this is classified residential because there is no income producing agricultural production occurring on this property, it would be assessed residential property class. In these instances, owners look into Illinois Department of Natural Resources programs such as Conservation Stewardship or Forest Management programs. Doing one of these programs may qualify for a preferential assessment with the Illinois Department of Revenue.

Sincerely,

Janet Gibbs

Hello, my name is Brandi Lentz. I'm a landowner, business owner, and real estate professional in Montgomery County. I am directly impacted by the proposed Wooded Acreage Transition Taxation, both personally and in my business. Today, I'm here to express my deep concerns regarding the lack of transparency to Montgomery County voters, potential economic consequences, and fairness of this taxation.

Board & Assessor Not Affected by Taxation

After researching this issue, it appears that not one of you on the board would be affected by this tax and our Tax Assessor, who does own wooded acreage, has exemptions that protect her from paying property taxes. This disparity raises a crucial question: Would we even be discussing this policy if it affected you the way it affects those sitting and standing here today?

Economic Consequences

The economic consequences of this taxation on Montgomery County could be devastating. I sincerely hope the board has conducted a thorough impact analysis and an assessment of the potential repercussions on local banks. When property owners can no longer afford their loan payments, defaults rise, local banks face increased risk, and properties end up in foreclosure and tax sales. This issue extends beyond individual landowners; it affects the stability of our entire county's economy. This taxation takes significant money out of circulation - funds that would otherwise be spent at local businesses which contribute to the vitality of our local economy and are crucial to the overall health and success of our communities. I've also shared with you the email from Megan Beeler, which details the anticipated effects on the Equalized Assessed Value (EAV) which I hope all of you had the chance to read. I've also asked her to speak today on this topic.

Lack of Clarity in Meetings & Transparency Issues

I've thoroughly reviewed the minutes and recordings from both the Committee & Board Meetings regarding this issue, and I'm concerned by what I heard discussed during the Committee Meetings. The Assessor first raised this topic in the Committee Meeting on July 5th, noting it would lead to substantial changes in tax bills. She referenced an example where a property's tax would jump from \$64 to \$2,300 due to its reclassification as Wooded Acreage - a staggering 3,500% increase. I had thought my own 1,400% increase was extreme, but this example highlights how severe these changes can be. However, the meeting minutes don't fully convey the scale of this impact. The July minutes state only that "wooded acres are now being reassessed as they are sold because wooded acres sold after 2007 are no longer assessed as farmland." This phrasing implies the policy applies only to future sales and doesn't affect past sales, which is clearly misleading.

In August's committee meeting, there was no mention of this reassessment. Then, at the September 5th meeting, it was reported that 70 parcels had been reassessed as of that date and approximately \$5 million dollars of new EAV money would be generated and the process of reclassification would continue on a township-by-township basis, possibly taking more than a year. I can't imagine what the final burden on taxpayers will be if only 70 parcels raised the EAV by \$5 million dollars. This inconsistency also creates unfairness; some taxpayers in one part of the county are already facing massive tax bills, while others remain unaffected for now as the reassessments won't be fully completed in 2024. During that meeting, a board member even commented, "Wow, we sure have left a lot of money on the table," and another added that "taxpayers should count their blessings for the last 15 years they haven't been paying this tax."

This demonstrates the Finance & Budget Committee was aware of this new taxation and the significance.

Apparently, the file from the October Committee meeting was corrupted, so I couldn't review those discussions.

Today, on November 7th, there's still no public notification—no announcement on the Assessor's website, in local newspapers, or in mailings to affected property owners. The Assessor's Department Report from September 30, 2024, acknowledged: "I want the county board to be aware of how much of an impact these reassessments are going to have. We have already received numerous complaints from property owners. We will be publishing an announcement in the paper closer to November as well as have the news released via WSMI." Yet here it is the second week of November, with no notice issued. It's unacceptable to ask property owners to shoulder substantial tax increases on such short notice without adequate information. This approach leaves people with virtually no time to plan or budget for these increases with taxes due in 6-7 short months.

What frustrates me most and what I have learned in the last few days is that important information is often shared only in committee meetings and not thoroughly discussed at full board meetings. This lack of clear communication has led to issues that might have been avoided if everyone on the board had been more informed. While I understand there's a limit to what can be covered in full board meetings, this particular topic warranted far more attention than it received. I urge each of you to consider the importance of better transparency moving forward, so that all board members—and the public—are fully informed on significant matters. After all, isn't that the commitment you made to the voters when you took office?

Other Counties in IL

To understand broader practices, I reached out to Assessors in 100 other Illinois counties (with the exception of Cook County) for insight into how they assess wooded acreage. The responses I've received back as of last night are included in the handouts. The responses demonstrate that there is absolutely no consistent policy across the state, despite claims to the contrary by our Assessor's office. This lack of consistency only deepens my concerns about the fairness of this taxation.

It has come to my attention that the board often compares Montgomery County to Logan County due to similar demographics and the presence of a prison. I'm sharing the information from Chief Assessor Jennifer Bryant for reference. I reached out to inquire whether a 100 acre rural tract, with 20 acres of tillable land, would qualify for preferential farmland assessment, or if it would be assessed at the standard rate of $33 \frac{1}{3}$ market value. She responded, "if there is tillable acreage attached to wooded acreage, the wooded acreage will also get preferential assessment as farmland and will be classified as Other Farm ground."

It's worth noting that, unlike here, Christian County's Assessor took proactive steps when implementing the Wooded Acreage Taxation. Taxpayers there received three separate notices starting in May of the year before the tax went into effect. These notices included information on government programs and available exemptions, offering property owners an opportunity to apply. This level of transparency and assistance from the assessor is commendable.

Market Values

The Assessor is putting market values on these Wooded Acreage Parcels. Being a Certified Appraiser & Real Estate Broker I can tell you that not all parcels are created equal and it is important to take that into consideration when valuing properties. Location, Location, Location is the most important thing to always remember. A property that is completely landlocked in the middle of nowhere is not going to have the same value as a parcel of land located along a hard surface accessible roadway with water and electric and if you are lucky high speed internet and 2 bars of cell coverage. Valuing a property based on an aerial photo from the luxury of your desk is completely different than physically visiting the property and walking the terrain as an appraiser does. Just because a tract of land within the same Township or within a 1/2 mile radius of a property sold for \$5,000 per acre should not indicate that the parcel being assessed also has a market value of \$5,000 per acre. That would be similar to saying a tiny home of 400 sf is worth the same as a 7,000 sf home.

Board of Review

Under the Wooded Acreage Transition Law, the Assessor's September 30th report indicated that the Board of Review cannot address these complaints due to the statute. However, complaints must first be filed at the county level before they can be brought to the state's Property Tax Appeal Board. Essentially, this means that taxpayers are required to pay the full tax bill upfront, then file a protest at the state level, and follow a process to seek reimbursement. As mentioned earlier, this could lead to a significant number of delinquent real estate tax bills and land forfeitures.

Request for Resolution to Delay Implementation

If this situation is not driven by financial exploitation, and assuming the county has not already allocated these funds, as some have speculated, I respectfully urge the board to pass a resolution delaying the implementation of the new taxation for the 2024 Assessment Year. We have seen no outside demands to immediately implement this 17 year old law without a full evaluation of potential impacts for all property tax payers and local economic impacts. Careful and deliberate implementation will NOT violate anyone's oath of office. This would provide the landowners and voters who put you in office the necessary time to take steps such as enrolling in government programs as there are no programs available for 2024, increasing their tillable acreage, combining parcels of land, purchasing adjoining acreage to make it predominantly tillable, fencing off land to qualify for permanent pasture, and preparing for the increase in a more manageable way.

The worst-case scenario, however, is that property owners may be forced off their land because they can no longer afford the increased taxes.

Closing

In conclusion, while taxation is a necessary reality, fairness and transparency are critical. We are simply asking for the same considerations you would expect if this taxation impacted you personally.

From: Megan Beeler meganbeeler2012@gmail.com
Subject: Why everyone should care.....
Date: November 4, 2024 at 9:08 PM
To: Brandi Lentz brandi@mcrealty.net



All Non-Farm taxes will increase. Why? Artificially increasing EAV hurts everyone. Here's the short answer: Our Multiplier from IDOR will go up.
Multiplier = Total Assessed Value/Estimated Full Value. $M = TAV/EFV$.
TAV is going up with the reclassification of these parcels. EFV will not change right away because it is based on the previous 3 years' data. (It could lag behind several years and eventually even out or if sales decrease, because who can afford this, EFV will decrease and the multiplier problem will get even worse.)
Therefore, our nice 1.0 State Factor will go up. Check your property tax bills.
If it goes to 1.5, your home assessed at \$30,000 will have an EAV of \$45,000.
In short, every non-farm parcel tax bill will increase with this reclassification.

Here's the long explanation.

Every year IDOR assigns an Equalization Multiplier to help correct taxation of under assessed properties. We love for the multiplier to be 1.0. That tells us our assessments are well-done, that assessments to sales ratio is exactly where it should be!

The Multiplier is calculated based on Current Year Total Assessed Value (TAV) of Non-Farm parcels as reported by the County Supervisor of Assessments. And by total Estimated Full Value (EFV) which is calculated using a sales ratio. The sales ratio is calculated by taking the previous 3 years Assessment levels.

Multiplier = TAV/EFV .

Adding these parcels to the 2024 tax roll (payable 2025) as Wooded Acreage will increase TAV, but EFV will not increase because it is based on data from 2021, 2022 and 2023.

What's the impact of increasing TAV but not EFV at the same rate? Until the SOA releases the reclassifications and we know for sure how much TAV is projected to increase, we can't know just how high the multiplier will go. But let's use some simple numbers for examples sake;

If I have $TAV=10$ and $EFV=10$, we have a multiplier of 1. That's where we are now.

When TAV increases because of the new Wooded Acreage parcels it could look like $TAV=15$ and EFV stays at $=10$, we have a multiplier of 1.5.

Look at your property tax bill, if your multiplier (on the bill it is called "State Factor") is 1.5, your home assessed at \$50,000 now has an Estimated Assessed Value of \$75,000. Your taxes just went up.

EFV will lag behind and not catch up until 2027 payable 2028. So we're looking at an out of whack multiplier for 4 years. And that's assuming sales catch up in 4 years, if sales actually decrease because no one can afford the parcels, we're looking at an even longer timeframe of a multiplier over 1.

Resolution #2024-_____

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 October 3rd, 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 October 8th, 2024, hereby adopts the predictable fee schedule prepared by the County Recorder and it shall take effect January 1, 2025.

PASSED and approved this 8th day of October, 2024.

Doug Donaldson, County Board Chairman

ATTEST:

Sandy Leitheiser, County Clerk/Recorder

**MONTGOMERY COUNTY, ILLINOIS PREDICTABLE RECORDING FEES
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

<u>Fee Breakdown</u>			
<u>STANDARD DOCUMENTS</u>		<u>NON-STANDARD DOCUMENTS</u>	
Base Recording Fee	\$10.50	Base Recording Fee	\$21.50
Recorder's Record Storage Fund	\$39.50	Recorder's Record Storage Fund	\$39.50
G.I.S. Fund	\$20.00	G.I.S. Fund	\$20.00
State Rental Housing Surcharge	\$18.00	State Rental Housing Surcharge	\$18.00
Total	\$88.00	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



Lori Gadbois, Kankakee County Recorder of Deeds

815-937-2983

August 29, 2024

RE: SB694 – PA 103-0884

Governor Pritzker signed SB694 into law on August 9, 2024 which is now PA 103-0884 County Recorders Predictable Fee Schedule and Classification. There are a few necessary steps to be taken: Since this does not take effect until January 1, 2025 if you are wanting to do a cost study and review all your fees this is the perfect time to do that.

Next, you will need to go before your committee you report to – inform them of this new Public Act – if your fees are already set then you should have a notice posted in your office, on your website and any other means of communication you use to inform the public of the fee schedule in your county.

After two weeks or whenever is your next county board meeting then to go before county board for approval through a resolution. This is very important.

The next step is to send a letter to the State Agencies that record documents with your office and inform them of this new classification and fee for all State Agency's, units of local government, etc.

It is my hopes to have a sample letter for State Agencies as well as the resolution sample available at our next conference in September.

Lori Gadbois
Kankakee County Recorder

ORDINANCE 2024-

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: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024- _____

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: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024-

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: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024-

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: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

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	Salarycontribution	\$ 136,000.00	\$ 145,683.10

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 _____ of _____, 2024.

Doug Donaldson, Chairperson

ATTEST:

Sandy Leitheiser, County Clerk

Budget Changes after 9/10/24

Account Number	Line Description	Previously Stated As:	Revised As:
100-080-480.004	Salary Health Dept Reimb	\$0.00	\$66,768.00
Dept 085	Fringe Benefits	\$0.00	\$3,816.00
Dept 085	Office Expenses Reimb	\$0.00	\$6,425.00
ROE ATTACHED	ROE BUDGET	\$38,012.32	\$38,027.23
100-047-520.017	Publishing/Printing	\$1,500.00	\$15,000.00
100-047-520.046	Insurance-Employee Health	\$580,011.20	\$569,194.56
100-047-520.005	Gas Equipment Maintenance	\$811.00	\$0.00
100-055-520.119	States Attorney Appellate Prosecutor	\$9,000.00	12,000.00
100-080-510.004	Deputy Full time	\$844,793.00	\$911,561.00
100-085-580.210	IMRF transfer	\$0.00	\$4,010.00
100-085-580.215	SOC SEC Transfer	\$0.00	\$3,622.00
100-047-540.120`	Health Reimbursement Account	\$23,000.00	\$0.00

Budget Changes after 9/10/24

Account Number	Line Description	Previously Stated As:	Revised As:
203-203-520.079	Grants	\$0.00	\$40,000.00
210-210-450.210	IMRF Transfer	\$34,786.00	\$44,531.00
215-215-450.215	SOC SEWC Transfer	\$33,373.00	\$42,102.00
210-210-540.085	ROE IMRF	\$1,675.00	\$2,491.78
340-340-430.001	Fees	\$0.00	\$104,000.00
350-350-420.005	Interest	\$0.00	\$2,500.00
350-350-540.012	Other Expenses	\$0.00	\$100,000.00
355-355-420.005	Interest	\$0.00	\$1,000.00
355-355-430.260	Cannabis Use Tax	\$0.00	15,000.00
370-370-420.005	Interest	\$10,000.00	\$6,000.00
370-370-540.031	Transfer Out	\$1,032.00	\$58,765.83
Fund 375	New Line Grant transfer	\$0.00	\$1,519,237.00
380-380-420.005	Interest	\$0.00	\$100.00
380-380-430.001	Fees	\$0.00	\$1,200.00
New line item	Motorola Grant	\$150,000.00	\$35,000.00

Budget Changes After
10/8/24

Account Number	Line Description	Previously Stated As:	Revised As:
100-047-520.018	Accounting Services	\$51,700.00	\$55,000.00
200-200-540.120	Health Reimbursement Account	\$75,000.00	\$0.00
275-275-540.037	Work Comensation Premium	\$92,451.00	\$114,819.00
215-215-540.043	ROE Soc Sec	\$2,684.00	\$2,670.84
283-283-450.010	Energy Grant Project	\$14,182.50	\$0.00
911-911-520.046	Employee Health Insurance	\$91,740.60	\$94,574.40
911-911-540.120	Health Reimbursement Account	\$10,000.00	\$0.00
365-365-430.029	Incinerator Use Fee	\$20,000.00	\$10,000.00
365-365-480.370	Exp Vanek Estate	\$58,765.83	\$83,000.00
365-365-510.001	Salary-Employee-AC Officer	\$43,911.06	\$46,800.00
365-365-510.002	Salary-Full Time	\$21,770.00	\$82,420.00
365-365-510.003	Salary-Employee-Part Time	\$54,821.55	\$7,800.00
365-365-510.077	Holiday Pay	\$0.00	\$1,000.00
365-365-520.003	Maintenance-Building	\$2,000.00	\$3,000.00
365-365-520.028	Dues/License/Training	\$500.00	\$250.00
365-365-520.046	Insurance-Health	\$34,655.22	\$25,002.24

Budget Changes After
10/8/24

Account Number	Line Description	Previously Stated As:	Revised As:
365-365-520.066	Hauling Service	\$300.00	\$500.00
365-365-520.112	Veterinarian Expense	\$10,000.00	\$15,000.00
365-365-520.133	Animal Mileage Rescue	\$0.00	\$2,000.00
365-365-520.197	Maintenance-Incinerator	\$500.00	\$1,000.00
365-365-530.001	Office Supplies	\$0.00	\$200.00
365-365-530.002	Gasoline-Oil	\$5,000.00	\$4,000.00
365-365-530.005	Operating Supplies/Equipment	\$3,000.00	\$4,000.00
365-365-530.012	Clothing Expense	\$700.00	\$400.00
365-365-540.012	Other Expenses	\$200.00	\$500.00
370-370-540.031	Transfer Out	\$58,765.83	\$83,000.00
	Polling Place Accessibility Grant	\$6,000.00	\$2,700.00
100-047-520.046	Insurance-Employee Health	\$569,194.56	\$585,047.04
200-200-520.280	Health Insurance	\$500,000.00	\$392,308.08
225-225-520.046	Insurance-Health	\$47,530.80	\$42,867.12
325-325-520.046	Health Insurance	\$19,791.00	\$18,792.48
360-360-520.046	Insurance-Employee Health	\$9,598.50	\$9,396.24

Budget Changes After
10/8/24

Account Number	Line Description	Previously Stated As:	Revised As:
475-475-480.059	Dental Vision Insurance	\$60,000.00	\$46,203.36
475-475-480.101	General Fund-Premium	\$680,011.20	\$585,047.04
475-475-480.102	Employees	\$379,890.00	\$289,861.92
475-475-480.103	County Highway-Premium	\$47,530.80	\$42,867.12
475-475-480.104	Public Health-Premium	\$462,850.20	\$392,308.08
475-475-480.106	Sep maint & Child Support	\$9,598.50	\$9,396.24
475-475-480.108	Record Keeping County Clerk -Premium	\$19,791.00	\$18,792.48
475-475-480.011	Animal Control-Premium	\$29,254.00	25,002.24
475-475-480.112	911 Premium	\$91,740.60	\$94,574.40
475-475-480-140	General Fund-HRA	\$43,000.00	\$0.00
475-475-480.142	Public Health-HRA	\$75,000.00	\$0.00
475-475-480.148	911-HRA	\$10,000.00	\$0.00
475-475-540.120	HRA Reimbursement Account	\$128,000.00	\$0.00
475-475-540.125	Health-Employer Portion	\$1,341,376.30	\$1,167,987.60
475-475-540.126	Dental/Vision	\$60,000.00	\$46,203.36
475-475-540.134	Health-Employee portion	\$379,890.00	\$289,861.92

RESOLUTION 24 - _____

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-Six Million, Five Hundred Four Thousand, Forty-Four Dollars and No Cents (\$36,504,044.00).

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

CHAIRMAN DOUG DONALDSON

ATTEST:

COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 24-_____

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

RESOLUTION 24- _____

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- ____

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

RESOLUTION 24- _____

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

RESOLUTION 24- _____

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- ____

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

RESOLUTION 24- _____

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

RESOLUTION 24- _____

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

RESOLUTION 24- _____

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

RESOLUTION 24- _____

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

RESOLUTION 24- _____

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 Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the 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

RESOLUTION 24- _____

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled 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

RESOLUTION 24-_____

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

RESOLUTION 24-_____

**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

RESOLUTION 24-_____

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

RESOLUTION 24-_____

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

RESOLUTION 24- _____

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 court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the 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.

RESOLUTION 23- _____

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

RESOLUTION 24- _____

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

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:

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 _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

