

Grand Prairie Energy Park FACT SHEET

www.grand-prairie-energy.com

Who's UKA?

With our U.S. headquarters in Stuart, Florida, UKA North America is developing wind, solar, and/or battery storage projects in Illinois, Texas, Montana, New Mexico, Kentucky and Utah. UKA North America is part of the UKA Group, an international wind and solar energy developer. Over the past 22+ years, we have developed and operated more than 1,300 MW of renewable energy projects, and have nearly 900 employees in offices across six countries. We opened our office in Farmersville in July 2022.

What is UKA proposing here?

We are working to create three (primarily) wind-energy projects in northern Montgomery County, southeastern Sangamon County, northeastern Macoupin County, and west-central Christian County. The broader project is called Grand Prairie Energy Park and encompasses:

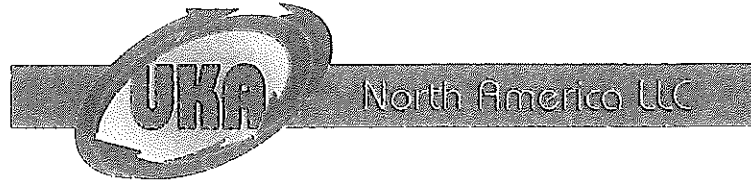
- 2nd • Grand Prairie, a 150-megawatt wind project with 17 to 23 turbines in Montgomery and parts of Sangamon County can power 50,000 to 90,000 Illinois homes. We will conduct extensive shadow flicker analyses and environmental studies to minimize impact and disturbance to the community, land, wildlife and bird migration. The project will connect to the Westchester Sub Station in Springfield via an overhead power line along a new railroad/bike trail following the Sangamon Valley. Our target date for completing this project is November 2025.
- 1st • Virden, a 100-megawatt hybrid project with 14 to 17 wind turbines and possible solar arrays in Sangamon and Macoupin Counties. It will connect to the Virden Substation. The targeted completion date for this project is May 2026.
- 3rd • Pawnee, a 100-megawatt hybrid project with 14 to 17 wind turbines and possible solar arrays in Montgomery and Sangamon Counties, connecting to the Austin Substation. We hope to complete the project in the fall of 2027.

What are these turbines like?

We will use one of the most modern, efficient turbines that is also designed to produce minimal noise. These stand 377 feet tall from the ground to the hub. From the ground to the tip of a blade pointing straight up is 656 feet. Because the turbines are tall and efficient, we are able to use fewer. These would also be placed *at least* 1,500 feet away from any building outside the project area (leased land) and considerable distance away from each other. Each turbine is capable of producing 6.5 to 7 MW of power. Operating near its peak, one turbine can power more than 4,000 Illinois homes (based on the conservative figure of 650 homes being powered by one megawatt of power).

What happens to productive farm land?

After construction of a wind farm, the land is completely farmable except for about one acre occupied per turbine and the access roads connecting them. So, there's minimal impact on farming.



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How will this help the community?

Based on a study conducted by an Illinois State University professor published in October 2022, *just* the Grand Prairie phase of the project would provide significant economic benefits to Montgomery and Sangamon Counties and their residents, including:

- **Construction jobs:** 67 good-paying construction jobs that would last 12-18 months.
- **Long-term jobs:** Nine permanent, good-paying jobs created once the project is operating.
- **Investment:** UKA will spend millions of dollars on local jobs, hotels, food and more.
- **Local income:** Annual lease payments to local landowners would likely be more than \$1,000,000. This translates to reinvestment in local farms, spending more money on local businesses, continuing family legacies and more.
- **Tax revenue:** Phase I would likely generate more than \$1,050,000 in total property taxes for Montgomery and Sangamon Counties, *every year for 30+ years*. This means significant funds for schools, healthcare, tax relief (or freezes), infrastructure and more.

UKA's Farmersville office

Address: 103 Elevator Street, Farmersville IL 62533

Hours: Tuesday-Friday, 9 a.m. to 4 p.m. (Sat. by appt.)

Phone: (765) 661-8805

Key contacts:

- Jonathan Lochner, project manager, jonathan.lochner@uka-group.com
- Adam Wilson, project developer, adam.wilson@uka-group.com
- Maggie Poteau, community relations, Maggie.poteau@uka-group.com
- Jason Sherman, marketing & communications, jason@shermancm.com
www.grand-prairie-energy.com



Illinois Department of Revenue

PTAX-215

Assessment Ratios Adjusted for Changes through
2022 for County: Montgomery

| Non-farm by Township | 2020 | 2021 | 2022 | 3-Year Average |
|---|-------|-------|-------|----------------|
| Audubon / Nokomis | 33.22 | 32.70 | 30.02 | 31.98 |
| Bois D Arc / Harvel / Pitman / Zanesville | -- | 31.39 | -- | -- |
| Hillsboro | 35.45 | 29.47 | 28.42 | 31.11 |
| North Litchfield | 33.11 | 31.39 | 26.63 | 30.38 |
| South Litchfield | 35.04 | 29.25 | 27.79 | 30.69 |
| ALL OTHERS | 34.13 | 29.92 | 33.64 | --- |
| | | | | |
| | | | | |
| NON-FARM WEIGHTED | 34.07 | 30.51 | 29.38 | 31.32 |
| | | | | |

↓
use on factor excel
for 3yr avg line B16

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

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

WITNESSTH:

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

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

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

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

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

1. Obligation of the COUNTY

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

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

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

2. Obligation of the TOWNSHIP

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

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

3. Status of assessing officials

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

4. Duration

The AGREEMENT shall commence on January 1, 2024, and shall continue through December 31, 2024.

5. Amendments

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

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

MONTGOMERY COUNTY

EXECUTED this ____ day of _____, _____

Doug Donaldson, Chair

Kendra Niehaus, CCAO

Sandy Leitheiser, Clerk

BUTLER GROVE-IRVING -ROUNTREE MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this ____ day of _____, _____

Chair

Clerk

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

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

WITNESSTH:

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

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

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

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

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

1. Obligation of the COUNTY

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

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

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

2. Obligation of the TOWNSHIP

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

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

3. Status of assessing officials

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

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The AGREEMENT shall commence on January 1, 2024, and shall continue through December 31, 2024.

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

MONTGOMERY COUNTY

EXECUTED this ____ day of _____, _____

Doug Donaldson, Chair

Kendra Niehaus, CCAO

Sandy Leitheiser, Clerk

AUDUBON-NOKOMIS MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this ____ day of _____, _____

Chair

Clerk

TREASURER'S SUMMARY REPORT
2% ROYALTY PAYMENTS TO MONTGOMERY COUNTY
FY23

Bank Balance - 12/01/22 **\$3,070,475**

Receipts:

| | | |
|----------------------------|------------|---|
| Royalty Payment - 12/25/22 | 180,368.97 | (Royalty) |
| Royalty Payment - 01/25 | 310,934.80 | (Royalty) |
| Royalty Payment - 02/25 | 375,967.13 | (Royalty) |
| Royalty Payment - 03/25 | 361,724.45 | (Royalty) |
| Royalty Payment - 04/25 | 35,808.10 | (Royalty) |
| Royalty Payment - 05/25 | 171,920.92 | (Royalty 170520.92, Baler lease 1400) |
| Royalty Payment - 06/25 | 413,107.42 | (Royalty 274230.42, Rev Loan Transfer 138,877) |
| Royalty Payment - 07/25 | 197,243.83 | (Royalty) |
| Royalty Payment - 08/25 | 103,662.53 | (Royalty 101562.53, Baler 2100) |
| Royalty Payment - 09/25 | 671,894.41 | (Royalty 32094.41, 500,000 CD, 139180 City of Hill) |
| Royalty Payment - 10/25 | 251,891.00 | (Royalty 250491.00, 1400.00 baler) |
| Royalty Payment - 11/26/23 | - | |

Total Royalty Payments \$3,074,524

Interest Earned \$145,189

Total Receipts **\$3,219,713**

Expenses:

| | |
|-------------------------------|-------------------|
| Wire fee for Investment | -\$20 |
| Victory Lane | -\$84,958 |
| Victory Lane | -\$42,479 |
| Neumayer Equipment | -\$4,915 |
| Body Cam | -\$99,700 |
| Beelman Logistics, LLC | -\$118,337 |
| Global Technical Systems, INC | -\$20,796 |
| Star Auto Body | -\$480 |
| Global Technical Systems, INC | -\$16,412 |
| Jorn Sign | -\$75 |
| Bonnell Industries, INC | -\$10,635 |
| EJ Water | -\$21,085 |
| Prairie Engineers, PC | -\$2,000 |
| Beelman Logistics, LLC | -\$53,833 |
| Beelman Logistics, LLC | -\$10,855 |
| Ray Oheron | -\$1,493 |
| Kenney Contractors, INC | -\$235,665 |
| Deere Co | -\$32,731 |
| Sloan Implement | -\$11,300 |
| Woodys Municipal Supply | -\$5,391 |
| Capital One | -\$1,700 |
| Total Expenses | <u>-\$774,860</u> |

Total Expenses and Loans (\$774,860)

| | |
|---|--------------------|
| Certificate of Deposit (LFNB, 365 @ 3.75%) 03/26/24 | \$200,000 |
| Certificate of Deposit (LFNB, 365 @ 3.75%) 03/26/24 | \$200,000 |
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| Certificate of Deposit (LFNB, 365 @ 3.75%) 03/26/24 | \$200,000 |
| Certificate of Deposit (LFNB, 365 @ 3.75%) 03/26/24 | \$200,000 |
| Certificate of Deposit (LNB, 276 @ 5.31%) 10/02/24 | \$600,000 |
| Certificate of Deposit (LBT, 365 @ 5.25%) 10/2/24 | \$500,000 |
| Certificate of Deposit (SNB, 364 @ 5.31%) 10/02/24 | \$500,000 |
| Term (PFM @ 5.26%) 02/2/24 | \$1,000,000 |
| CD (PFM @ 5.51%) 09/7/24 | \$350,000 |
| Term (PFM @ 5.71%) 12/4/23 | \$333,333 |
| Term (PFM @ 5.51%) 03/8/24 | \$333,334 |
| Liquidity PFM (5.41%) | \$9,036 |
| Cash in Bank | <u>\$3,935,389</u> |
| Total Funds Available | <u>\$8,611,092</u> |

SUMMARY

| | |
|------------------------------------|---------------------------|
| Reserve | \$5,126,135 |
| Operating & Maintenance | \$2,010,400 |
| Capital Improvement | \$1,474,557 |
| Total Funds Available | <u>\$8,611,092</u> |

**COAL MINE ROYALTY
DISPOSITION OF FUNDS**

Accounts

| Month | Royalty Payment | | Reserve | | | Operating / Maintenance | | | Capital Improvement | | | Reconciled Bank Balance | | | |
|--------------|-----------------------|--|-----------------------|-----------------------|---------------------|-------------------------|-----------------------|---------------------|-----------------------|--------------------------|-----------------------|-------------------------|---------------------|-----------------------|-----------------------|
| | 12/01/22 | | Deposit Revenue | Transfer-out | Refund | Loan | Balance | Deposit Revenue | Expense | Transfer Out/In Gen. F.d | Balance | | Deposit Revenue | Interest | Expense |
| Dec-22 | 180,388.97 | | 40,184.48 | - | - | - | \$4,325,856.26 | 100,000.00 | - | - | \$1,312,312.32 | - | 2,036.62 | - | \$1,092,206.30 |
| Jan-23 | 310,934.80 | | 105,467.40 | - | - | - | \$4,366,140.74 | 100,000.00 | - | - | \$1,412,312.32 | - | 3,148.95 | - | \$1,074,427.41 |
| Feb-23 | 375,967.13 | | 137,983.56 | - | - | - | \$4,471,608.14 | 100,000.00 | - | - | \$1,512,312.32 | - | 17,560.54 | - | \$1,163,044.78 |
| Mar-23 | 361,724.45 | | 130,862.22 | (20,000) | - | - | \$4,608,591.70 | 100,000.00 | - | - | \$1,612,312.32 | - | 16,571.45 | - | \$1,338,588.87 |
| Apr-23 | 35,808.10 | | 35,808.10 | - | - | - | \$4,740,433.92 | 35,808.10 | - | - | \$1,712,312.32 | - | 3,594.06 | - | \$1,456,122.55 |
| May-23 | 170,520.92 | | 36,650.46 | - | - | - | \$4,740,433.92 | 100,000.00 | (132,352.22) | - | \$1,748,120.42 | - | 3,638.12 | - | \$1,469,716.61 |
| Jun-23 | 274,230.42 | | 87,115.21 | - | 139,877.00 | - | \$4,777,094.38 | 100,000.00 | (99,709.00) | - | \$1,715,762.20 | - | 10,499.15 | - | \$1,528,815.19 |
| Jul-23 | 197,243.83 | | 49,621.91 | (3,000.00) | - | - | \$5,009,095.59 | 100,000.00 | - | (21,275.91) | \$1,794,792.29 | 48,621.92 | 21,394.39 | (118,386.91) | \$1,578,108.55 |
| Aug-23 | 101,562.53 | | 781.26 | - | - | - | \$5,048,708.50 | 100,000.00 | (16,411.76) | - | \$1,876,380.53 | 2,891.27 | 15,130.57 | - | \$1,596,120.79 |
| Sep-23 | 32,094.41 | | 500,000.00 | - | - | - | \$5,048,686.76 | 32,094.41 | (75.00) | - | \$1,910,389.94 | 139,180.00 | 31,972.71 | (98,408.74) | \$1,668,864.76 |
| Oct-23 | 250,491.00 | | 76,545.90 | (500,000.00) | - | - | \$5,128,134.76 | 100,000.00 | - | - | \$2,010,389.94 | 75,246.00 | 19,940.97 | (288,894.55) | \$1,474,557.18 |
| Nov-23 | | | | | | | \$5,128,134.76 | | | | \$2,010,389.94 | | | | \$1,474,557.18 |
| Total | \$2,250,945.56 | | \$7,164,321.50 | (\$503,020.00) | \$138,877.00 | \$0.00 | \$5,128,134.76 | \$957,902.51 | (\$248,538.96) | (\$21,275.91) | \$2,010,389.94 | \$602,802.55 | \$145,188.53 | (\$505,640.20) | \$1,474,557.18 |

\$8,611,091.88 Total
 (\$4,625,703.37) Invest
 \$3,985,388.51 Cash
 \$3,985,388.51 Per Books
 \$0.00 Difference
 \$8,611,091.88
 \$8,611,091.88
 \$0.00

It is the intent of the County Board to retain a \$9,500,000 balance on-hand in the Reserve Account. At no time is this balance to be less. The Operating and Maintenance Account and the Capital Improvement Account will receive funding only at a time when the Reserve Account has at least \$3,500,000 balance on-hand. After attaining the \$3,500,000 balance, payments received shall be deposited as follows:
 (a) \$100,000 (minimum) deposited to the Operating and Maintenance Account with the remainder divided equally to the Reserve Account and Capital Improvement Account.
 (b) If the payment received is less than \$100,000 then the entire amount will be deposited to the Operating and Maintenance Account.

ORDINANCE 2023-

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 \$ 6,000.00 shall be made available for the purchase of 2nd payment budget process for Bellwether.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2023.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2023-

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

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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 \$ 231,665.00 shall be made available for General Fund Government Services .

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2023.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2023-

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

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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 \$ 156,874.30 shall be made available for Animal Control Services.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2023.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

| | | | | |
|---------------------|----------------|----------------|---------------------------|------------|
| Local Public Agency | | County | Section Number | Job Number |
| Montgomery County | | Montgomery | 23-18119-00-BR | N/A |
| Project Number | Contact Name | Phone Number | Email | |
| N/A | Cody Greenwood | (217) 532-6019 | montgomerycoeng@gmail.com | |

SECTION PROVISIONS

| | | | |
|--|------------------|--------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| White Settlement Pk E. 22 ND RD. | 068 70426 000000 | 200' | N/A |

| | |
|--|--|
| Location Termini | <input type="button" value="Add Location"/> |
| approx 0.12 south of County Road 1600N | <input type="button" value="Remove Location"/> |

Project Description

Replace an existing single span concrete slab bridge (SN 068-3193) with a new drainage structure along with local channel improvements and associated roadway improvements.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

| | | | |
|------------------------------|----------------|----------------|---------------------------|
| Prime Consultant (Firm) Name | Contact Name | Phone Number | Email |
| Hurst-Rosche, Inc. | Justin Goodwin | (217) 532-3959 | jgoodwin@hurst-rosche.com |
| Address | City | State | Zip Code |
| 1400 E. Tremont St. | Hillsboro | IL | 62049 |

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the Improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

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

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

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum \$40,000.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

| Prime Consultant (Firm) Name | TIN/FEIN/SS Number | Agreement Amount |
|-------------------------------|--------------------|--------------------|
| Hurst-Rosche, Inc. | 37-0889933 | \$40,000.00 |
| | | |
| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
| | | |
| Subconsultant Total | | |
| Prime Consultant Total | | \$40,000.00 |
| Total for all work | | \$40,000.00 |

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

| |
|--------------------------|
| Local Public Agency Type |
| County |

 of

| |
|---------------------|
| Local Public Agency |
| Montgomery County |

By (Signature & Date)

| |
|--|
| |
|--|

By (Signature & Date)

| |
|--|
| |
|--|

Local Public Agency

| |
|-------------------|
| Montgomery County |
|-------------------|

Local Public Agency Type

| |
|--------|
| County |
|--------|

 Clerk

Title

| |
|----------|
| CHAIRMAN |
|----------|

(SEAL)

Executed by the ENGINEER:

Attest:

| |
|------------------------------|
| Prime Consultant (Firm) Name |
| Hurst-Rosche, Inc. |

By (Signature & Date)

| |
|--|
| |
|--|

By (Signature & Date)

| |
|--|
| |
|--|

Title

| |
|-----------------------|
| CFO, Senior Associate |
|-----------------------|

Title

| |
|------------------|
| VP of Operations |
|------------------|

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

| |
|--|
| |
|--|

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|------------|----------------|
| Montgomery County | Hurst-Rosche, Inc. | Montgomery | 23-18119-00-BR |

**EXHIBIT A
SCOPE OF SERVICES**

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

Development of construction plans, PBDHR, and PSE for a replacement drainage structure including:
 Surveying: topographic, hydraulic, and local ROW as needed for the improvement
 Geotechnical: soil borings and associated soil analysis
 Design: hydraulic analysis, structure design, associated roadway design, and local channel improvements.

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|------------|----------------|
| Montgomery County | Hurst-Rosche, Inc. | Montgomery | 23-18119-00-BR |

**EXHIBIT B
PROJECT SCHEDULE**

Construction Summer of 2025

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|------------|----------------|
| Montgomery County | Hurst-Rosche, Inc. | Montgomery | 23-18119-00-BR |

**Exhibit C
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

ADDENDUM #1

Replace paragraph 5. Of "The LA Agrees" in its entirety with:

1. To pay the ENGINEER as compensation for all services as stipulated in the ENGINEER AGREES section in accordance with the following fee schedule, invoiced hourly not to exceed \$40,000.

Hurst-Rosche, Inc. Fee Schedule, effective January 1, 2023

| CLASSIFICATION | HOURLY RATE* |
|----------------------------|--------------|
| Principal | 210.00 |
| Engineer V | 189.00 |
| Engineer IV | 143.00 |
| Engineer III | 125.00 |
| Engineer II | 113.00 |
| Engineer I | 93.00 |
| Architect IV | 178.00 |
| Architect III | 133.00 |
| Architect II | 123.00 |
| Architect I | 103.00 |
| Land Surveyor IV | 153.00 |
| Land Surveyor III | 133.00 |
| Land Surveyor II | 113.00 |
| Survey Party Chief | 113.00 |
| Survey Tech I | 73.00 |
| Senior Project Manager | 163.00 |
| Project Manager | 123.00 |
| Engineering Technician VI | 138.00 |
| Engineering Technician V | 123.00 |
| Engineering Technician IV | 113.00 |
| Engineering Technician III | 103.00 |
| Engineering Technician II | 93.00 |
| Engineering Technician I | 83.00 |
| CADD Technician IV | 108.00 |
| CADD Technician III | 93.00 |
| CADD Technician II | 83.00 |
| CADD Technician I | 73.00 |
| Clerical | 73.00 |

Project-related travel is \$0.55 per mile. All other direct charges included a 15% handling fee.



| District | County | Resolution Number | Resolution Type | Section Number |
|----------|------------|-------------------|-----------------|----------------|
| 6 | Montgomery | 2024-01 | Original | 24-00000-00-GM |

BE IT RESOLVED, by the Board of the County of Montgomery Governing Body Type Local Public Agency Type Illinois that there is hereby appropriated the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24 Beginning Date Ending Date.

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

BE IT FURTHER RESOLVED, that County of Montgomery Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Sandy Leithelser County Clerk in and for said County Name of Clerk Local Public Agency Type Local Public Agency Type of Montgomery Name of Local Public Agency 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

Board of Montgomery at a meeting held on 12/12/23 Governing Body Type Name of Local Public Agency Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of December, 2023 Day Month, Year.

(SEAL, If required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-02

**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

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

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

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

| <i>DESIGNATION</i> | <i>AGENCY</i> | <i>ESTIMATE OF COST</i> | |
|---------------------------------|--------------------|-------------------------|----------------|
| | | <i>Percent</i> | <i>Dollars</i> |
| MCHD Proj. #1259 E. 21st Rd. | Witt Road District | 50 % | \$4,500.00 |
| | Montgomery County | 50 % | \$4,500.00 |
| TOTAL = | | 100 % | \$ 9,000.00 |

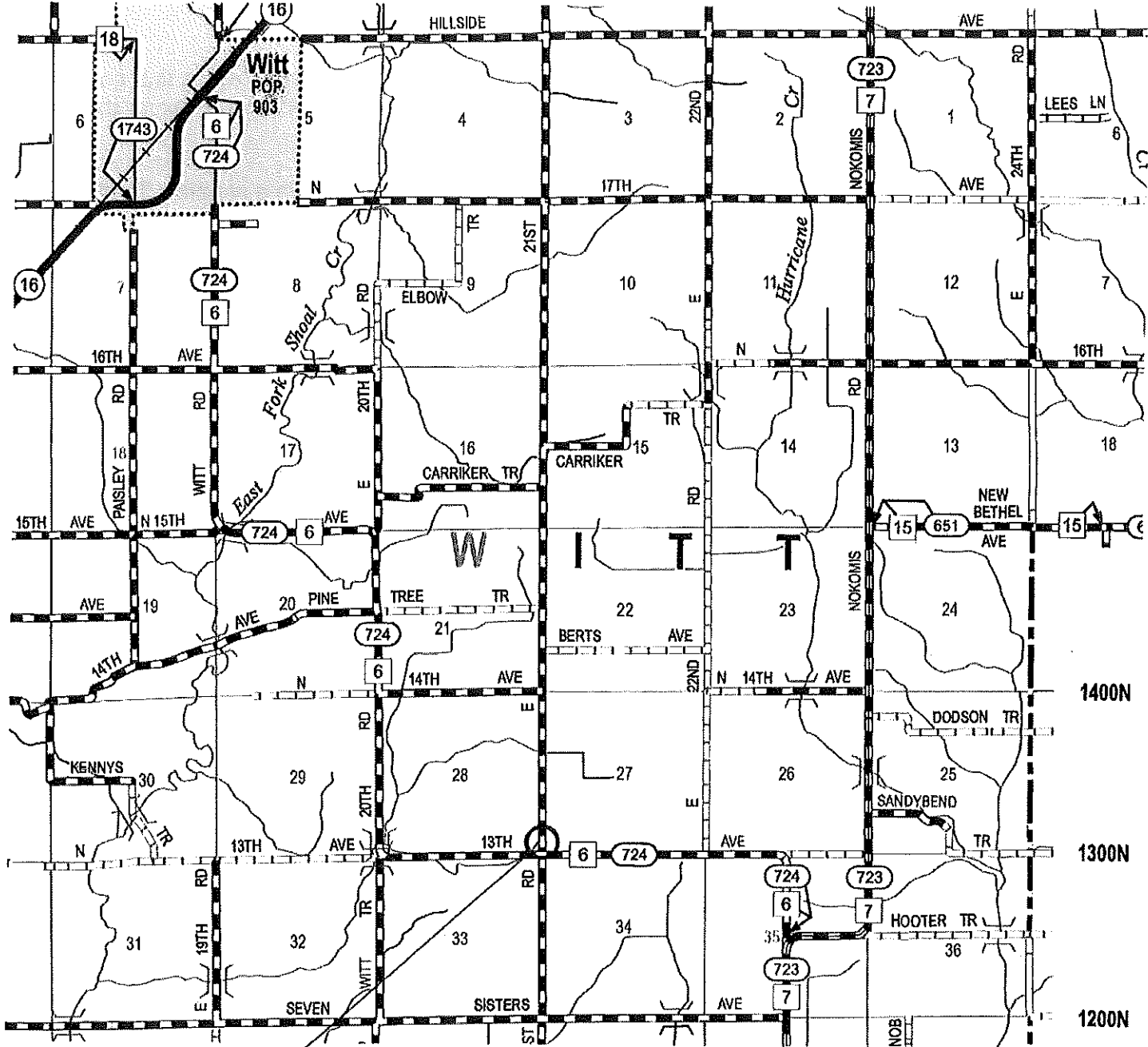
BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 12th day of December, 2023.

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1259
50/50 Culvert Replacement
Witt Township



Proposed 36"ERS x 37' Polycoated Pipe Culvert