# Doug Donaldson, Chairman Montgomery County Board

#1 Courthouse Square, Room 202 Hillsboro, Illinois 62049 Phone # (217) 532-9577

FOR IMMEDIATE RELEASE

Contact: Mike Plunkett 217-532-9588

mikep@montgomerycountyil.gov

Montgomery County Board Chairman Doug Donaldson announced on Wednesday, Nov. 27, that assessment changes made this year due to timberland reclassification statutory requirements will not go into effect.

Instead, the chairman is appointing a Wooded Acreage Assessment Ad Hoc Committee to address issues raised in Montgomery County with state government.

"While we believe the Supervisor of Assessments was following the timberland reclassification legislation from 2007, we also understand that applying the law could result in serious consequences in our county," Chairman Donaldson said. "We heard that loud and clear, and we appreciate the efforts of those who took the time to express concerns."

Donaldson hopes the new Wooded Acreage Assessment Ad Hoc Committee can impact a new state law signed in August that calls for a study of the Illinois property tax system. Senate Bill 3455, which goes into effect on Jan. 1, 2025, will allow the Illinois Department of Revenue and the Department of Commerce and Economic Opportunity to evaluate the fairness of property taxes across the levy, assessment, appeal, and collection process. The new law requires the final report to be submitted to the Governor and General Assembly by July 1, 2026.

"We hope the new ad hoc committee can lend its voice to that process, and result in the changes demanded by Montgomery County residents," Donaldson added.

He encouraged those with pertinent comments to share them with state legislators: Sen. Steve McClure (217-782-8206), Sen. Jason Plummer (217-782-5755), Rep. Brad Halbrook (217-782-1275), Rep. Wayne Rosenthal (217-782-0053), and Rep Blaine Wilhour (217-782-0066).

Public Act 103-1002

SB3455 Enrolled

LRB103 36901 HLH 67014 b

AN ACT concerning revenue.

# Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Department of Revenue Law of the Civil Administrative Code of Illinois is amended by adding Section 2505-815 as follows:

(20 ILCS 2505/2505-815 new)

Sec. 2505-815. Property tax system study. The Department, in consultation with the Department of Commerce and Economic Opportunity, shall conduct a study to evaluate the property tax system in the State and shall analyze any information collected in connection with that study. The Department may also examine whether the existing property tax levy, assessment, appeal, and collection process is reasonable and fair and may issue recommendations to improve that process. For purposes of conducting the study and analyzing the data required under this Section, the Department may determine the scope of the historical data necessary to complete the study, but in no event shall the scope or time period be less than the 10 most recent tax years for which the Department has complete data. The study shall include, but need not be limited to, the following:

(1) a comprehensive review of the classification

system used by Cook County in assessing real property in Cook County compared with the rest of the State, including, but not limited to, a projection of the impact, if any, that the assessment of real property in Cook County would exhibit if the classification system were to be phased-out and transitioned to a uniform level of assessment, and the impact, if any, that the Cook County classification system has or has had on economic development or job creation in the county;

- (2) a comprehensive review of State laws concerning the appeal of assessments at the local and State level and State laws concerning the collection of property taxes, including any issues that have resulted in delays in issuing property tax bills;
- (3) a comprehensive review of statewide assessment processes, including a comparison of assessment process in Cook County and other counties and practices in other states that allow for standardized assessment processes;
- (4) a comprehensive review of current property tax homestead exemptions, the impact of those exemptions, and the administration or application of those exemptions;
- (5) an analysis of preferential assessments or incentives, including, but not limited to, the resultant economic impact from preferential assessments; and
- (6) a review of the State's reliance on property taxes and the historical growth in property tax levies.

The Department may consult with Illinois institutions of higher education in conducting the study required under this Section. The Department may also consult with units of local government. To the extent practicable and where applicable, the Department may request relevant, publicly available property tax information from units of local government, including counties and municipalities, that is deemed necessary to complete the study required pursuant to this Section. Units of local government that are required to submit property tax information to the Department must do so in a reasonably expedient manner, to the extent possible, but in no event later than 60 days after the date upon which the Department requests that relevant information.

The Department may complete a preliminary report that may be made available for public inspection via electronic means prior to the publication of the final report under this Section. The Department shall complete and submit the final report under this Section to the Governor and the General Assembly by July 1, 2026. A copy of both the preliminary report, if made available by the Department, and the final report shall be made available to the public via electronic means. The Department may allow for the submission of public comments from individuals, organizations, or associations representing residential property owners, commercial property owners, units of local government, or labor unions in Illinois prior to finalizing the final report under this Section and

Public Act 103-1002

SB3455 Enrolled

LRB103 36901 HLH 67014 b

after publication of the final report under this Section. If the Department allows for the submission of public comments, the Department shall publish via electronic means any and all materials submitted to the Department.

This Section is repealed on December 31, 2026.

## DCEO Small Biz Grant Tracker - 2024

| Noko Sugar Rush   | Applicant  | Town       | Contact  | Date In           | Emp.   | Eligible<br>Award                                 | Amount<br>Awarded                            |   |
|---|--|------------|--|-------------------|--------|---|--|---|
| Willow Lane   | Noko Sugar Rush  | Nokomis    |  | 7/8/24            | 6      | \$40,000  | Co.  |   |
| The Newived Soul  | Willow Lane  | Litchfield | rivali@me.com  | 6/3/24            | 8      | \$40,000  | \$20,000                                     |   |
| The Nerwed South  | Neon Café  | Hillsboro  | making a makabana na makabana  | 7/11/24           | 8      | \$40,000  | \$20,000                                     |   |
| Cosmo's Place   Utchfield   Aliva 85@yahoo.com   717.56-9357   amandamajors 101@gmall   217.250-1685   Utchfield   217.250-1685  | The Revived Soul   | Hillsboro  | A Company of the Company of the Company of the Company   | 7/1/24            | 4      | \$25,000  | \$10,000                                     |   |
| Majors Ink  | Cosmo's Place  | Litchfield | alivia.85@yahoo.com  | 6/28/24           | 2      | \$25,000  | \$10,000                                     |   |
| Que-One-Seven   | Majors Ink   | Litchfield | amandamajors101@gmail  | 6/28/24           | 2      | \$25,000  | \$7,500                                      |   |
| Interurban Designs  | Que-One-Seven  | Hillsboro  | tjulrici@beckman.com   | 6/28/24           | 3      | \$25,000  | \$7,500                                      |   |
| Scout House   | Interurban Designs   | Hillsboro  | bobodle57@gmail.com  | 7/11/24           | 1      | \$25,000  | \$5,000                                      |   |
| The Annex   | Scout House  | Hillsboro  | moose2010.mc@gmail   | 6/10/24           | 4      | \$25,000  | \$5,000                                      |   |
| Litchfield Home Imp.   Litchfield   SSp Entertainment   Litchfield   Lit  | The Annex  | Hillsboro  | jmulrici@gmail.com   | 7/2/24            | 0      | \$0   | \$0  |   |
| SSP Entertainment   Litchfield   Sills@yahoo.com   7/19/24   3   \$25,000   \$0   | Litchfield Home Imp.   | Litchfield | philliprandazzo1011@gmail  | 500 200 1900 5000 | 8      | \$40.000  | \$0  |   |
| Mel's Slots   |  |            |  | -25 152           |        | 1850 4500   |  |   |
| First Due Consulting  | 19:  | 71-2-72    |  | (6) (5            |        |   | Service International                        |   |
| Welss Construction  | *  | 2000       |  |                   | 100.21 | (Account to the state of                          | 24 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4       |   |
| Salon RE  | TALLEMENT FREED ARRESTS STATE OF STILL HOST  |            |  | action (masses)   | 30     | 18 (2) (2) (8) (8) (8) (8) (8) (8) (8) (8) (8) (8 | A Charles Constitution                       |   |
| Mara Elizabeth Hair   | - 100 may 100 may 100 may  | 1. ~       |  | ACTOR LIBERTY     | - 72   | IF SL   | 175 3  |   |
| Shug Smoke Shack   Donnellson   Stryespasses   Statespasses   St  | LONG CONTROL AND VAR TO  | 20,000,000 |  | 100 5             |        |   |  |   |
| the Bar Recovery & We Hillsboro raisethebarlic16@gmail 618-292-0494 10/29/24 3 \$25,000 \$10,000    Downs Plumbing Hillsboro 217-851-4026   11/4/24 1 \$25,000 \$5,000    Manifesto Wine Bar Litchfield 217-556-14026   11/20/24 3 \$25,000 \$7,500    tate Street Event Centa Dunns n' Roses Hillsboro 217-556-1684   11/25/24 4 \$25,000 \$7,500    R Custom Cuts Hillsboro 217-556-1684   11/25/24 4 \$25,000 \$7,500    St Off Route 66 Car Wa Litchfield Drapes Lounge Hillsboro 517-313-7888   11/27/24 4 \$25,000 \$5,000    Drapes Lounge Hillsboro 618-420-7731   12/2/24 3 \$25,000 \$5,000    Bob's Tough Toys Fillmore 1618-420-7731   12/2/24 1 \$25,000    Total \$740,000.00 \$242,500    \$740,000.00 \$2 | Mara Elizabeth Hair  |            | 217-556-4962   |                   | 56-    | 10-11-14-1-1-1-1                                  | 2-17-12-12-12-12-12-12-12-12-12-12-12-12-12- |   |
| Total   Tota  | Shug Smoke Shack   | Donnellson | 217-710-5166   | 10/11/24          | 5      | \$40,000  | \$20,000                                     |   |
| Manifesto Wine Bar   Litchfield   dcostome25@gmail.com   217-246-5576   11/11/24   4   \$25,000   \$7,500   | the Bar Recovery & We  | Hillsboro  | 618-292-0494   | 10/29/24          | 3      | \$25,000  | \$10,000                                     |   |
| State   Street Event Cente   Litchfield   217-246-6576   11/10/24   3   \$25,000   \$10,000   | Downs Plumbing   | Hillsboro  | 217-851-4026   | 11/4/24           | 1      | \$25,000  | \$5,000                                      |   |
| Dunns n' Roses  | Manifesto Wine Bar   | Litchfield | 217-246-6576   | 11/11/24          | 4      | \$25,000  | \$7,500                                      |   |
| Dunns n' Noses  | tate Street Event Cente  | Litchfield | 217-556-7041   | 11/20/24          | 3      | \$25,000  | \$10,000                                     |   |
| ### Acustom Cuts  ### Acustom   | Dunns n' Roses   | Hillsboro  | 217-556-1684   | 11/25/24          | 4      | \$25,000  | \$7,500                                      |   |
| Total   | R Custom Cuts  | Hillsboro  | 217-313-7888   | 11/27/24          | 4      | \$25,000  | \$5,000                                      |   |
| Total   | st Off Route 66 Car Wa   | Litchfield | 217-494-1002   | 10/28/24          | 2      | \$25,000  |  |   |
| Bob's lough loys   Fillmore   217-710-9256   12/2/24   1   \$25,000   | Drapes Lounge  | Hillsboro  | Contract of the Contract of th | 12/2/24           | 3      | \$25,000  |  |   |
| Total \$740,000.00 \$242,500  | Bob's Tough Toys   | Fillmore   | and the second s | 12/2/24           | 1      | \$25,000  |  |   |
|   |  |            |  |                   |        |   |  |   |
|   |  |            |  | 0                 |        |   |  |   |
|   |  |            |  |                   |        |   |  |   |
|   | *  |            | 0  |                   |        |   |  | 3 |
|   |  |            |  |                   |        |   |  |   |
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|   |  |            |  |                   |        |   |  |   |
|   |  |            |  |                   |        |   |  |   |
|   | The State of the S |            |  |                   |        |   | \$242,500                                    |   |
| DCEO Grant - Board Approval \$336,594.55  Award Amount \$242,500.00   |  | proval     |  |                   |        |   |  |   |

Kory Brink

Owner of Shug Smoke Shack

2296 Illinois Route 127

Donnellson, IL 62019

Phone # (217) 710-5166

November 21, 2024

To: Doug Donaldson, Chairman

Re: Grant

Dear Doug, the county board, and the county board Development & Personnel Committee:

Thank you for awarding us a Grant! It will greatly help us reach our goals and hopefully offer a better end result than had we not received it.

We look forward to serving not only the Donnellson Community but also much of Bond and Montgomery Counties and beyond with our restaurant and expanded catering opportunities.

I am enthusiastic about this new venture and opportunity and am looking forward to providing others with more opportunities in this small community.

Thank you again!

Kory Brink

Shug Smoke Shack

**KEGAR Bounce** 



# Southwestern Illinois Building & Construction Trades Council

AFL-CIO

2A MEADOW HEIGHTS PROFESSIONAL PARK, COLLINSVILLE, IL 62234
PHONE: 618-344-6050 FAX: 618-344-6285
ERIC OLLER, EXECUTIVE SECRETARY-TREASURER

#### Why Use a PLA?

- Proven to be a financial benefit to the community (every dollar earned/spent will turn over 7 times.
- Projects completed on time and on budget.
- Highly trained and skilled craft workers.
- All participating cract Unions utilize USDOL certified apprenticeship programs (crafts spend hundreds of thousands of dollars in training)
- Ensures a local workforce

#### What Does a PLA Do?

- Guarantees no work stoppages
- Establishes labor stability
- Eliminates delays
- Community benefits
- Teaches a skilled craft
- Local workforce
- Money stays in the community

#### Who Benefits from a PLA?

- Local businesses, local residents, local governments
- Schools, hospitals, vital services

## **Myths of PLAs**

MYTH: Only Union contractors can perform PLA work

FACT: Any contractor can bid on ad perform work under a PLA, provided they agree to abide by the conditions of the PLA.

MYTH: PLAs increase costs on construction projects

FACT: Public wages are established by state stature and many studies suggest costs are actually lower on PLA projects.

Federal projects (wages paid from date of award contract)

Out of state contractors don't pay local taxes (state tax, work comp, unemployment)

Misclassify workers to pay less



# **DOL Overtime Rule Update**

1 message

kiley@bushuehr.com <kiley@bushuehr.com>
To: Mike Plunkett <mikep@montgomerycountyil.gov>

Tue, Nov 19, 2024 at 4:57 PM

Hello,

Bushue HR, Inc. previously reviewed the attached update in May 2024 regarding the new DOL Overtime Rule. On Friday, November 15, 2024, a Federal District Judge in Texas blocked the salary threshold increase.

At this time, the salary threshold will revert to the amount prior to July 1, 2024, which is \$684 per week (\$35,568 per year). Bushue HR, Inc. will continue to monitor and provide updates on the progress of this change.

Thank you!

Kiley Ferenc

**HR** Coordinator

Bushue HR, Inc.

P.O. Box 89

Effingham, IL 62401

Phone: (217) 342-3046

Fax: (217) 342-5673

Website: www.bushuehr.com <a href="http://www.bushuehr.com/">http://www.bushuehr.com/>

This electronic mail message contains information that (a) is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please contact us immediately and take the steps necessary to delete the message completely from your computer system.

### REQUEST FOR BIDS

The Montgomery County Board Buildings & Grounds Committee is seeking bids for roof replacement at the Historic Courthouse in Hillsboro. Bid packages may be picked up at a pre-bid meeting at:

8:30 a.m. Thursday, Nov. 21 County Board Room, Historic Courthouse, Hillsboro

Sealed bids must be returned to Montgomery County Board Administration by:

4:00 p.m. Monday, Dec. 2 Room 202, Historic Courthouse, Hillsboro

Bids will be opened at the Buildings & Grounds Committee meeting at 8:30 a.m. Tuesday, Dec. 3, in the County Board Room at the Historic Courthouse in Hillsboro. Prevailing wage requirements apply.

# BID FORM—REPLACE FLAT ROOF AND SHINGLE ROOF

| 1. BIDDER:  |  |
|---|--|
| Bidder's Firm Name: Central Roofing   | 16   |
| Bidder's Firm Name: Lentral Roo Sing<br>Address: 317 Dewitt Ave. F. Math<br>Mailing Address City  | oon IL 6/938  State Zip  |
| Bidder's Telephone: <u>217-273-6525</u> I   | Fax:   |
| Contact Name: Chase Jackson  Illinois Commercial Roofing License Number:  | Email: chase central roofing/le.ne   |
| Illinois Commercial Roofing License Number:   | 104017077  |
| 2. BID:   |  |
| 1. Contractors must be able to produce contact inforoofing projects in recent years.  | rmation about three commercial   |
| 2. Bidders shall include in their bid the cost of provision, services, taxes, insurance, licenses, fee or incidentally required to complete the subcontract the attached scope of work and clarifications and ir documents and specifications included with this bid. | es, overhead and profit, etc. necessary<br>t work including, but not limited to,<br>a accordance with the contract |
| 3. It is understood that this Bid shall remain in effective period of ninety (90) days from the date that bids at   |  |
| 3. BID DETAIL   |  |
| Replace flat and shingle roof materials and labor   | TOTAL\$//6,93/.00  |
| Deteriorated Roof Deck Replacement  | \$Per sheet \$Per foot   |
| Wind damaged fascia and guttering   | \$   |

Certificate of Compliance with the Illinois Prevailing Wage Law (Job will be performed at prevailing wage rates) Chairman, Building and Grounds Committee Montgomery County Board Dear Chairman, This letter is to certify that <u>Central Row Fring LLC</u>

Name of Company Is complying pertaining to the payment of prevailing wages (as established by the Department of Labor) to all laborers, workers and mechanics performing work under this contract. Official Address: attoon Illinois Coles 11/27/2024
City-spite Commercial Project Manager
Title 217-273-6525 Telephone (with area code) Sworn and subscribed on the 27th day of November, 20 24, before me, notary public, appointed in County for the State of Illinois Britney Sims

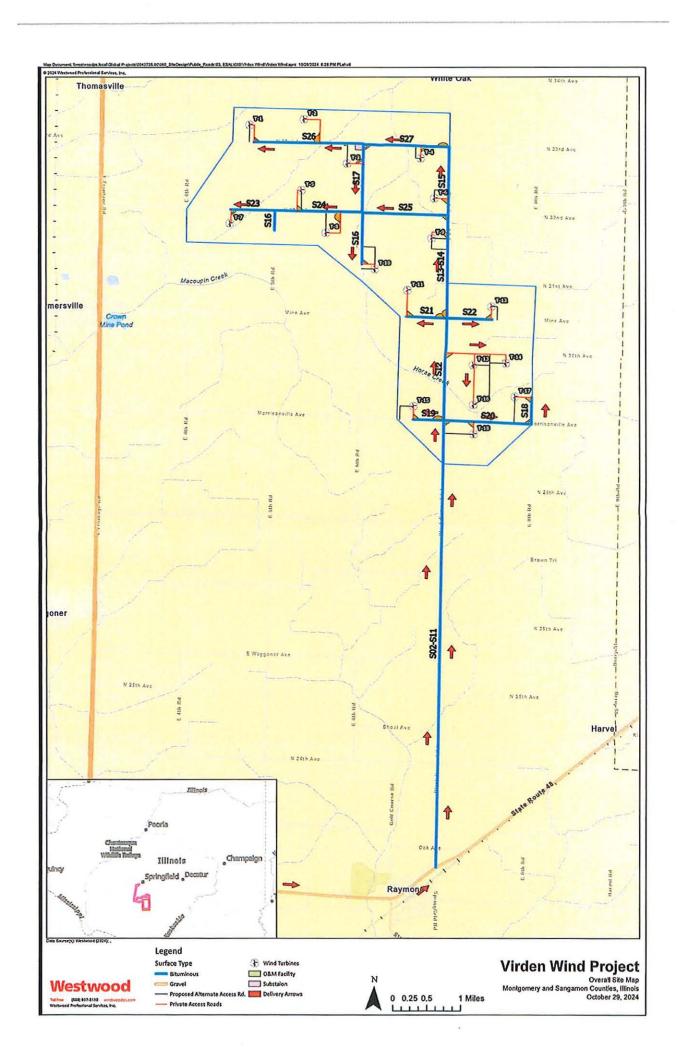
Name typed or printed. OFFICIAL SEAL BRITNEY SIMS NOTARY PUBLIC - STATE OF ILLINOIS (seal)

City of Residence

County

COMMISSION NO. 931830
MY COMMISSION EXPIRES MAY 11, 2025

My commission expires: May 11, 2025





## Local Public Agency **Engineering Services Agreement**

| _   |   |  |                  |                     |                              |             |                  |
|---|---|--|------------------|---------------------|------------------------------|-------------|------------------|
| 2   | Agreement For                                     |  |                  | Agi                 | reement T                    | ype         |                  |
| Using Federal Funds? ☐ Yes ☑ No   | MFT CE  |  |                  |                     | iginal                       |             |                  |
| Using receian unus. [ 100 [ ] 100 [   | LOCALE  | UBLIC AGENCY                                   |                  |                     |                              |             |                  |
| Local Public Agency   | Cou   |  | Secti            | on Nu               | mber                         | Jol         | b Number         |
| Montgomery County Highway Depa  |   | ntgomery                                       | 17-0             | 5121                | -00-BR                       |             |                  |
| Project Number Contact Name   |   | Phone Number                                   | Emai             | il                  |                              |             |                  |
| Cody Greenv   | vood  | (217) 532-6109                                 | mon              | tgom                | erycoen                      | g@gma       | ail.com          |
|   |   |  |                  |                     |                              |             |                  |
| Local Street/Road Name  | REPAIR IN COME                                    | N PROVISIONS                                   | Longth           |                     | Structure                    | Number      |                  |
| Wonder Trail  | TR 45   |  | Length<br>1270.0 | 11                  | 068-336                      |             | <u> </u>         |
| Location Termini  | IR 40   | )/   | 12/0.0           | , ,                 | 000-330                      | 9           |                  |
| 1.8 miles northeast of Van Burensb  | ura Illinois                                      |  |                  |                     |                              |             | Add Location     |
| Project Description   | arg, miriolo.                                     |  |                  |                     |                              |             | Remove Location  |
| beam structure with profile grade ra<br>drainage ditches and structures and   | d miscellaneous we                                | ork to complete p                              | oroject.         |                     |                              | Impro       | ement to         |
| Engineering Funding   | MFT/TBP □   | State 🛛 Other                                  | County           | local               | funds                        |             |                  |
| Anticipated Construction Funding   Feder  | ral MFT/TBP                                       | State 🛛 Other                                  | County           | local               | funds                        |             |                  |
|   |   | EMENT FOR  Phase                               | e III - Co       | nstruc              | tion Engine                  | eering      |                  |
| Prime Consultant (Firm) Name  | Contact Name                                      | Phone Numb                                     | er               | Email               |                              |             |                  |
| WHKS & Co.  | Rick Allender                                     | (217) 483-9                                    | 9457             | raller              | nder@wh                      | nks.con     | n                |
| Address   |   | City   |                  |                     |                              | State       | Zip Code         |
| 3501 Constitution Dr, Suite B   |   | Springfield                                    |                  |                     |                              | lL.         | 62711            |
| THIS AGREEMENT IS MADE between the professional engineering services in connect State of Illinois under the general supervision used entirely or in part to finance ENGINEE | tion with the improven<br>on of the State Departn | nent of the above SE<br>nent of Transportation | CTION.           | Project<br>nafter o | ct funding a<br>called the ' | allotted to | o the LPA by the |

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

Authorized representative of the LPA in immediate charge of the engineering details of the Resident Construction Supervisor

construction PROJECT A full time LPA employee authorized to administer inherently governmental PROJECT activities

In Responsible Charge

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

#### THE ENGINEER AGREES,

- 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.
- 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.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
- 7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Construction Engineering Contracts:
  - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
- That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

#### THE LPA AGREES.

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

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

- (c) For Non-Federal County Projects (605 ILCS 5/5-409)
- (1) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

| Percent  |                    |                         |  |
|--|--------------------|-------------------------|--|
| Lump Sum   |                    |                         |  |
| Specific Rate  | \$149,296.00       | (Maximum Fee \$150,000) |  |
| Cost plus Fixed Fee:   |                    |                         |  |
| ☐ Lump Sum  Specific Rate \$149,296.00 (Maximum Fee \$150,000) |                    |                         |  |
|  | abor,              |                         |  |
| DC is the total Direct C                                       | cost,              |                         |  |
| OH is the firm's overhe  | ad rate applied to | their DL and            |  |
| FF is the Fixed Fee.   |                    |                         |  |

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

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

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

The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US 6. 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.).

#### IT IS MUTUALLY AGREED, III.

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

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

- 8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.</p>
  - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

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

**Prime Consultant Total** 

Total for all work

#### AGREEMENT SUMMARY

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

\$149,296.00 \$149,296.00

#### AGREEMENT SIGNATURES

| Executed by the LPA:        |                                     | cal Public Agency                                     |
|-----------------------------|-------------------------------------|---|
| Attest: Th                  |                                     | ontgomery County Highway Department                   |
| By (Signature & Date)       |                                     | By (Signature & Date)                                 |
|                             |                                     | ,   |
| Local Public Agency         | Local Public Agency Type            | Title   |
| Montgomery County Hig       | h., 04                              | County Do and Chairman                                |
| wontgomery County Hig       | nw County Cl                        | County Board Chairman                                 |
| (SEAL)                      |                                     |   |
|                             |                                     |   |
|                             |                                     |   |
|                             |                                     |   |
|                             |                                     |   |
| Executed by the ENGINEER:   |                                     |   |
|                             | Prime Consultant (Firm) Name        |   |
| Attest:                     | WHKS & Co.                          |   |
|                             |                                     |   |
|                             |                                     |   |
| By (Signature & Date)       | Digitally signed by Scott D.        | By (Signature & Date)                                 |
| litto foll                  | Sanford                             | Cory Chamberlain Digitally signed by Cory Chamberlain |
| / //                        | Date: 2024.11.04 16:58:47 -06'00'   | Date: 2024.11.04 13:10:48 -06'00'                     |
| Title                       |                                     | Title   |
| Vice President              |                                     | Vice President  |
|                             |                                     |   |
| APPROVED:                   |                                     |   |
| Regional Engineer, Departme | nt of Transportation (Signature & D | ate)  |
|                             |                                     |   |
| 1                           |                                     | I I   |

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

# EXHIBIT A SCOPE OF SERVICES

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

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

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

#### EXHIBIT B PROJECT SCHEDULE

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

| Loc        | eal Public Agency Pr   | rime Consultant (Firm) Name  | County                      | Section  | Number   |
|------------|--|--|-----------------------------|----------|----------|
| Mo         | ontgomery County Highway Der   | /HKS & Co.   | Montgomery                  | 17-051   | 21-00-BR |
|            |  | Exhibit C<br>Qualification Based Selection (QBS)                       | Checklist                   |          |          |
| Uno<br>fun | LPA must complete Exhibit D. If the valu<br>ler the threshold, QBS requirements do n<br>is being used, federal small purchase gui<br>Form Not Applicable (engineering servic | ot apply. The threshold is adjusted annu<br>idelines must be followed. |                             |          |          |
|            | ns 1-13 are required when using federa<br>ng State funds and the QBS process is  |  | le. Items 14-16 are require | ed when  |          |
|            |  |  |                             | No Yes   |          |
| 1          | Do the written QBS policies and procedu<br>and administration) concerning engineer   |  |                             |          |          |
| 2          | Do the written QBS policies and procedu<br>specifically Section 5-5.06 (e) of the BLR  |  | in Section 5-5 and          |          |          |
| 3          | Was the scope of services for this projec  | t clearly defined?   |                             |          |          |
| 4          | Was public notice given for this project?  |  |                             |          |          |
| 5          | Do the written QBS policies and procedu  | res cover conflicts of interest?                                       |                             |          |          |
| 6          | Do the written QBS policies and procedu debarment?   | res use covered methods of verification                                | for suspension and          |          |          |
| 7          | Do the written QBS policies and procedu  | res discuss the methods of evaluation?                                 |                             |          | 1        |
|            | P  | roject Criteria  | Weighting                   |          | -        |
|            |  |  |                             |          |          |
| 8          | Do the written QBS policies and procedu  | res discuss the method of selection?                                   |                             |          | 1        |
| Sel        | ection committee (titles) for this project   |  |                             |          | ,        |
|            | •  |  |                             |          |          |
|            | Top three cor  | sultants ranked for this project in order                              |                             | <u> </u> |          |
|            | 1  |  |                             | İ        |          |
|            | 2  |  |                             | 1        |          |
|            | 3  |  |                             |          |          |
| 9          | Was an estimated cost of engineering for   | this project developed in-house prior to                               | contract negotiation?       |          | ]        |
| 10         | Were negotiations for this project perform   | ned in accordance with federal requirem                                | ents.                       |          | ]        |
| 11         | Were acceptable costs for this project ve  | rified?  |                             |          |          |
| 12         | Do the written QBS policies and procedu<br>the request for reimbursement to IDOT for   |  | nent, before forwarding     |          |          |
| 13         | Do the written QBS policies and procedu<br>(monitoring, evaluation, closing-out a con<br>breaches to a contract, and resolution of   | stract, records retention, responsibility, re                          |                             |          |          |
| 14         | QBS according to State requirements use  | ed?  |                             |          |          |
| 15         | Existing relationship used in lieu of QBS  | process?   |                             |          | ]        |
| 16         | LPA is a home rule community (Exempt f   | rom QBS).  |                             |          |          |



|       | have the latest                    |              |                 |       |                                 |           | Constru               |            | WORK PL<br>ngineering |           |            |              |            | ery Cour | nty                |     |      |      |      |           |                    |        |             |
|-------|------------------------------------|--------------|-----------------|-------|---------------------------------|-----------|-----------------------|------------|-----------------------|-----------|------------|--------------|------------|----------|--------------------|-----|------|------|------|-----------|--------------------|--------|-------------|
|       |                                    |              |                 |       | 1500                            |           |                       | 7-15       | Staff                 | Hour La   | bor & Cost | Estimate     |            | 100      |                    | H   |      | -    | 1    |           | The same           |        |             |
| Ph    | and Staff Collegery ->             | En           | geneer III      | En    | gnieer II                       |           | struction<br>server ( |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    |        | OTALS       |
| Į.    | Hosely Rate>                       |              | 570,00          |       | 41 00                           | 5         | 20.00                 |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    |        |             |
|       | Construction Observation           | 160,0        | Cost            | Im    | \$20,992.00                     | 100       | 200                   | 166        | Cost                  | itts      | Cost       | HIL          | Crint      | Heli     | for                | His | Cost | Hrs  | Cost | etes      | test               | 960,0  | \$114,178.0 |
| Task  | 01 Observation & Documentation     | 160,0        | \$35,640,00     | 160.0 | \$20,992.00                     | 840,0     | \$57,344,00           |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    | 0,000  | \$114,170,  |
| _     | Phase Subtotal                     | 160.0        | \$35,840.00     | 180.0 | \$20,992,00                     | 640.0     | \$57,344.00           |            |                       |           |            |              |            |          |                    |     |      |      |      | -         |                    | 960.0  | 3114,176,   |
| 002   | Admin                              | Hits         | Cott            | Hrs   | Cost                            | Hes       | Cost                  | Hrs        | Cont                  | Hrs       | Cest       | Hos          | Cest       | Hrs      | Cost               | Hrs | Cont | Hes  | 001  | Nrs       | Colt               | Hrs    | Cost        |
| Task  | 01 Admin<br>02 Closeout            | 40.0<br>40.0 | \$8,960,00      |       |                                 |           |                       |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    | 40.8   | \$8,950.0   |
|       | Phase Subtolal                     | 80.0         | \$17,920.00     |       |                                 |           |                       |            | 10 Z 11 X             |           |            |              | Head       | 0.448    |                    | -   |      |      |      | 100       | 2                  | 80,0   | \$17,920.0  |
| Sub-7 | Total Labor                        | 240.0        | \$53,760.00     | 160.0 | \$20,992.00                     | 640.0     | \$57.344.00           |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    | 1040.0 | \$132.096.0 |
|       |                                    | BIE          | 18 18 18        | 400   | A POST                          | Fast 1    |                       | 40.7       | Expe                  | mana and  | Miscellane | ous Costs    |            |          | THE REAL PROPERTY. |     |      | E ST | 1200 |           |                    |        |             |
| 003   | Expenses                           |              |                 | V.J.  |                                 |           | YELLOW.               |            |                       | THEN      | 100        |              | Marie Pill |          |                    |     |      |      |      |           | lenia.             |        | Expense     |
| Task  | 01 Milatanal Testing<br>02 Milasge |              | npaction on sul |       | d eggregate, Si<br>10,580 miles | ore conci | rete cylinders, t     | oreak cyli | Inders and pr         | ереге гер | ort.       |              |            |          |                    |     |      |      |      |           |                    |        | \$10,000.0  |
|       | Phase Subtotal                     | 1            |                 |       | TO THE OWNER OF                 |           |                       |            |                       | 124       |            | Total School | 22/32/1/   | 1130000  |                    |     |      |      |      | TO THE LO | THE REAL PROPERTY. |        | \$17,200.0  |
| SubT  | otal Expenses                      |              |                 |       |                                 |           |                       |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    |        | \$17.200.0  |
| SubT  | otal Labor                         |              |                 |       |                                 |           |                       |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    |        | \$132.096.0 |
| 20.44 | ND TOTAL                           |              |                 |       |                                 |           |                       |            |                       |           |            |              |            |          |                    |     |      |      |      |           |                    |        | \$149,296.0 |



# Resolution for Maintenance Under the Illinois Highway Code

|   | District               | County  | Resolution Number                         | Resolution Type             | Section Number                                  |
|---|------------------------|---|---|-----------------------------|---|
|   | 6                      | Montgomery  | 2024-13                                   | Original                    | 25-00000-00-GM                                  |
| BE IT RESOLVED, by the  |                        | Board<br>Governing Body Ty                        | of t                                      | he Col                      | unty of Agency Type                             |
|   | ntgomery               | Illin   | ois that there is hereby a                |                             | 77 180 RV                                       |
|   | ocal Public Age        | 15.   |   | n                           | 4 000 000 00                                    |
| One Million Two Hund  |                        |   | 75. STAR 2 507 525                        | Dollars (_\$                |   |
| of Motor Fuel Tax funds for   | r the purpose          | of maintaining streets                            | and highways under the a                  | pplicable provisions o      | f Illinois Highway Code from                    |
| 01/01/25 to Beginning Date  | 12/31/29<br>Ending Dat | e   |   |                             |   |
| BE IT FURTHER RESOLV including supplemental or funds during the period as               | revised estim          | ates approved in conne                            |   |                             | Maintenance Costs,<br>nance with Motor Fuel Tax |
| BE IT FURTHER RESOLV  | /ED, that              | County  | of  | Montgon<br>Name of Local Pu | nery  |
| shall submit within three m<br>available from the Departn<br>expenditure by the Departn | onths after the        | e end of the maintenan<br>ed statement showing ex | ce period as stated above                 | , to the Department o       | f Transportation, on forms                      |
| BE IT FURTHER RESOLV of the Department of Trans   |                        | Clerk is hereby directed                          | to transmit four (4) certifi              | ed originals of this res    | olution to the district office                  |
| Sandy Leitheiser  | of Clerk               |   | County Cle                                | erk in and for said         | County Local Public Agency Type                 |
|   | or clerk<br>Montgomei  |   |   |                             | rds and files thereof, as                       |
| Name  | of Local Public        | Agency  |   | ina Naopor or ino rooo      | rao ana mao maraon, ao                          |
| provided by statute, do her   | eby certify th         | e foregoing to be a true,                         | , perfect and complete co                 | py of a resolution ado      | pted by the                                     |
| Board   |                        | of  | Montgomery<br>ne of Local Public Agency   | at a meeti                  |   |
| Governing Body  | Part March             |   |   | -f Documber 200             | Date  |
| IN TESTIMONY WHEREC   | ir, i nave ner         | eunto set my nand and                             | Day Day                                   | of December, 202<br>Monti   | n, Year   |
| (SEAL, if require   | d by the LPA)          |   | Clerk Signature & Da                      | de                          |   |
|   |                        |   |   | APPROVED                    |   |
|   |                        |   | Regional Engineer Signeer Signeer Signeer |                             |   |
|   |                        |   |   |                             |   |



# **Local Public Agency General Maintenance**

### **Estimate of Maintenance Costs**

| Submittal | Type Original        |  |
|-----------|----------------------|--|
| District  | Estimate of Cost For |  |
| 6         | County               |  |

Maintenance Period

| Local Public Agency | County     | Section Number | Beginning | Ending   |
|---------------------|------------|----------------|-----------|----------|
| Montgomery County   | Montgomery | 25-00000-00-GM | 01/01/25  | 12/31/25 |

| Mai | m | ena | nce | Ite | me |
|-----|---|-----|-----|-----|----|

| 4                                   |           |       | Material Categories/                          | Maintenar | le items |           |              | Total        |
|-------------------------------------|-----------|-------|---|-----------|----------|-----------|--------------|--------------|
|                                     |           |       | Point of Delivery or                          |           |          |           |              | Maintenance  |
| Maintenance                         | Maint Eng | Insp. | Work Performed by                             |           |          |           |              | Operation    |
| Operation                           | Category  | Req.  | an Outside Contractor                         | Unit      | Quantity | Unit Cost | Cost         | Cost         |
| Bit. Surface     Treatment          | ııı       |       | MC-30 applied on roads                        | Gal.      | 100      | \$4.75    | \$475.00     |              |
|                                     |           |       | HFE-150/HFRS-2 applied on roads               | Gal.      | 50,000   | \$3.05    | \$152,500.00 |              |
|                                     |           |       | HFE-300 applied on roads                      | Gal.      | 20,000   | \$3.15    | \$63,000.00  |              |
|                                     |           |       | MC-250/800/3000 applied on roads              | Gal.      | 100      | \$4.75    | \$475.00     |              |
|                                     |           |       | SC-250/800/3000 applied on roads              | Gal.      | 100      | \$4.30    | \$430.00     |              |
|                                     |           |       | CA/CM15 FOB Trucks at Source                  | Ton       | 1,000    | \$21.25   | \$21,250.00  |              |
|                                     |           |       | CA15 Furn. & Delivered                        | Ton       | 1,000    | \$25.50   | \$25,500.00  |              |
|                                     |           |       | CA/CM13 Slag Furn. & Delivered                | Ton       | 4,000    | \$33.00   | \$132,000.00 |              |
|                                     |           |       |   |           |          |           |              | \$395,630.00 |
| 2) Pavement                         | III       |       | CA15/16 Chipmix FOB                           | Ton       | 500      | \$92.00   | \$46,000.00  |              |
| Patching                            | - 10002   |       | Trucks at Source CA7 Mix FOB Trucks at Source | Ton       | 250      | \$82.50   | \$20,625.00  |              |
|                                     |           |       | Source  |           |          |           |              | \$66,625.00  |
|                                     |           |       |   |           |          |           |              |              |
| 3) Subbase Repair                   | 111       |       | CA/CM7 (A Quality) Furn.<br>& Delivered       | Ton       | 3,000    | \$27.00   | \$81,000.00  |              |
|                                     |           |       | CA/CM7 (A Quality) FOB<br>Trucks at Source    | Ton       | 1,000    | \$21.25   | \$21,250.00  |              |
|                                     |           |       |   |           |          |           |              | \$102,250.00 |
| 4) Agg. Surface<br>Course/Shoulders | 111       |       | CA/CM6 (Type B) Furn. & Delivered             | Ton       | 2,000    | \$19.50   | \$39,000.00  |              |
|                                     |           |       | CA/CM6 (Type B) FOB<br>Trucks at Source       | Ton       | 1,000    | \$17.50   | \$17,500.00  |              |
|                                     |           |       |   |           |          |           |              | \$56,500.00  |
| 5) Erosion Control                  | III       |       | RR1 FOB Trucks at                             | Ton       | 100      | \$20.00   | \$2,000.00   |              |
| •                                   |           |       | Source<br>RR3 FOB Trucks at                   | Ton       | 100      | \$25.00   | \$2,500.00   |              |
|                                     |           |       | Source<br>RR4 FOB Trucks at                   | Ton       | 100      | \$36.50   | \$3,650.00   |              |
|                                     |           |       | Source<br>RR5 FOB Trucks at                   | Ton       | 100      | \$36.50   | \$3,650.00   |              |
|                                     |           |       | Source  |           | 1.50     | \$00.00   | \$0,000.00   | \$11,800.00  |
|                                     |           |       | HFE-150/300 FOB at                            |           |          |           |              |              |
| 6) Crack Sealing                    | III       |       | Source  | Gal.      | 1,000    | \$3.10    | \$3,100.00   |              |
|                                     |           |       | FA6 FOB Trucks at<br>Source                   | Ton       | 100      | \$12.00   | \$1,200.00   |              |
|                                     |           |       |   |           |          |           |              | \$4,300.00   |

#### **Estimate of Maintenance Costs** Submittal Type Original Maintenance Period Beginning Section Ending Local Public Agency County 25-00000-00-GM 01/01/25 Montgomery 12/31/25 Montgomery County 7) Snow and Ice Rock Salt Furn. & \$95.00 III Ton 500 \$47,500.00 Control Delivered FA1 FOB Trucks at Ton 200 \$10.00 \$2,000.00 Source FM22 Furn, & Delivered Ton 200 \$20.00 \$4,000.00 \$53,500.00 8) Pavement IIA Perm. Pvmt Mark - Line 4' Ft. 110,000 \$0.20 \$22,000.00 \$22,000.00 Striping MUTCD Sign 9) Traffic Signs IIA \$40.00 \$6,000.00 Ea. 150 Sign Posts/Hardware Ea. 200 \$50.00 \$10,000.00 \$16,000.00 **Total Operation Cost** \$728,605.00 Estimate of Maintenance Costs Summary MFT Funds **RBI Funds** Maintenance Other Funds **Estimated Costs** \$200,000.00 \$200,000.00 Local Public Agency Labor \$200,000.00 \$200,000.00 Local Public Agency Equipment \$38,000.00 \$38,000.00 Materials/Contracts(Non Bid Items) \$690,605.00 \$690,605.00 Materials/Deliver & Install/Materials Quotations (Bid Items) Formal Contract (Bid Items) **Maintenance Total** \$1,128,605.00 \$1,128,605.00 Estimated Maintenance Eng Costs Summary MFT Funds **RBI Funds** Other Funds **Total Est Costs Maintenance Engineering**

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

Department of Transportation

APPROVED

Regional Engineer Signature & Date

Department of Transportation

\$30,000.00

\$30,000.00

\$1,158,605.00

Maintenance Engineering Total

**Total Estimated Maintenance** 

Preliminary Engineering Engineering Inspection Material Testing Advertising

Bridge Inspection Engineering

\$30,000.00

\$30,000.00

\$1,158,605.00

# TREASURER'S SUMMARY REPORT 2% ROYALTY PAYMENTS TO MONTGOMERY COUNTY FY24

| Bank Balance - 12/01/23   |                          |   | \$4,058,581            |
|---|--------------------------|---|------------------------|
| Receipts: Royalty Payment - 12/25/23  | 338,116.72               | (Payalty Ralas) assa)   |                        |
| Royalty Payment - 12/25/23<br>Royalty Payment - 01/25   | 268,795.04               | (Royalty, Baler Lease)<br>Royalty                             |                        |
| Royalty Payment - 02/25   | 61,538.80                | (Royalty, Baler Lease)  |                        |
| Royalty Payment - 03/25   | 68,230.41                | (Royalty)   |                        |
| Royalty Payment - 04/25   | 125,152.87               | (Royalty, Baler Lease)  |                        |
| Royalty Payment - 05/25   | 99,371.17                | (Royalty, Baler Lease)  |                        |
| Royalty Payment - 06/25<br>Royalty Payment - 07/25  | 174,852.87<br>111,827.43 | (Royalty, Baler Lease, Grant reimb)<br>(Royalty, Baler Lease) | ki .                   |
| Royalty Payment - 08/25   | 186,529.42               |   |                        |
| Royalty Payment - 09/25   | 173,282.53               | (Royalty, Baler Lease)  |                        |
| Royalty Payment - 10/25   | 148,589.57               | (Royalty, Baler Lease)  |                        |
| Royalty Payment - 11/25/23  | •                        |   |                        |
| Total Royalty Payments Interest Earned  |                          | 1,756,286.83<br>\$301,640                                     |                        |
| otal Receipts   |                          | 2301,040  | \$2,057,927            |
| xpenses:  |                          |   |                        |
| 12/12/23 Altorfer INC   | -\$34,155                |   |                        |
| 12/19/23 Victory Lane Ford, INC   | -\$22,979                |   |                        |
| 01/26/24 Global Tech System, INC  | -\$500                   |   |                        |
| 02/26/24 Seward Masonry   | -\$12,000                |   |                        |
| 02/23/24 Economic Development   | -\$15,000                |   |                        |
| 03/12/24 Motorola   | \$4,485                  |   |                        |
| 03/12/24 Ray O'Herran Co, INC   | -\$7,823                 |   |                        |
| 03/12/24 Seward Masonry   | -\$5,450                 |   |                        |
| 03/12/24 Altorfer INC   | -\$139,265               |   |                        |
| 03/12/24 Beelman Logistics, LLC   | -\$33,453                |   |                        |
| 03/26/24 Global Technical Systems, INC  | -\$7,443                 |   |                        |
| 04/09/26 Beelman Logistics, LLC   | -\$77,592                |   |                        |
| 05/23/24 Bushue   | -\$9,480                 |   |                        |
| 06/11/24 Clow Controls & Services   | -\$32,950                |   |                        |
| 06/11/24 Beelman Logistics, LLC   | -\$1,960                 |   |                        |
| 08/13/24 Daniel Rogers  | -\$3,000                 |   |                        |
| 08/26/24 Beelman Logistics  | -\$13,314                |   |                        |
| 08/26/24 Louis Marsch INC   | -\$110,831               |   |                        |
| 9/05/24 Beelman Logistics   | -\$8,142                 |   |                        |
| 09/05/24 Louis Marsch   | -\$84,567                |   |                        |
| 09/10/24 Central Roofing  | -\$36,667                |   |                        |
| 09/10/24 Hillsboro Electric   | -\$3,619                 |   |                        |
| 09/10/24 Central Roofing  | -\$109,548               |   |                        |
| 09/26/24 Louis Marsch<br>10/08/24 Clow Controls & Services  | -\$30,876                |   |                        |
| 10/31/24 Cinric Painting  | -\$17,741<br>-\$20,500   |   |                        |
| otal Expenses   | -920,500                 | -\$843,341  |                        |
| otal Expenses and Loans   |                          |   | (\$843,341             |
| ertificate of Deposit (LFNB, 365 @5.00%) 03/26/25   |                          |   | \$200,000              |
| ertificate of Deposit (LFNB, 365 @ 5.00%) 03/26/25  |                          |   | \$200,000              |
| ertificate of Deposit (LFNB, 365 @ 5.00%) 03/26/25  |                          |   | \$200,000              |
| ertificate of Deposit (LFNB, 365 @ 5.00%) 03/26/25  |                          |   | \$200,000              |
| ertificate of Deposit (LFNB, 365 @ 5.00%) 03/26/25<br>ertificate of Deposit (LNB, 276 @ 4.25%) 10/02/25 |                          |   | \$600,000              |
| ertificate of Deposit (LBT, 365 @ 4.25%) 10/2/25  |                          |   | \$500,000              |
| ertificate of Deposit (WBT, 364 @ 4.25%) 09/21/25   |                          |   | \$500,000              |
| D (BOH @4.35%) 11/29/24   |                          |   | \$750,000              |
| erm (PFM @ 4.99%) 02/28/25  |                          |   | \$350,000              |
| D (PFM @ 5.45%) 06/10/25  |                          |   | \$350,000              |
| D (PFM @ 5.77%) 12/4/24<br>D (PFM @ 4.35%) 2/23/26  |                          |   | \$346,000              |
| D (PFM @ 4.35%) 2/23/26<br>D (PFM @ 4.40%) 8/26/26  |                          |   | \$468,000<br>\$229,000 |
| D (PFM @ 4.60%) 8/26/26   |                          |   | \$228,000              |
| Iquidity PFM (4.89%)  |                          |   | \$180,146              |
| ash in Bank   |                          |   | \$4,499,594            |
| otal Funds Available -  |                          | Sec. 40 274 AMARIA 24 TO 20 CO AND CO                         | \$10,000,740           |
|   | ı                        | SUMMARY   |                        |
|   |                          | Reserve Reserve   | \$5,664,510            |
|   |                          | Operating & Maintenance<br>Capital Improvement                | \$3,022,181            |
|   |                          | Total Funds Available   | \$10,000,740           |

# COAL MINE ROYALTY DISPOSITION OF FUNDS

#### Accounts

|                         | Reconciled      |                | provement      | Capital Im |              |                | Maintonanco     | Operating /   |                |                |        | Reserve |              |              |              |          |
|-------------------------|-----------------|----------------|----------------|------------|--------------|----------------|-----------------|---------------|----------------|----------------|--------|---------|--------------|--------------|--------------|----------|
|                         | Bank            |                |                |            | Deposit      |                | Transfer Out/In |               | Deposit        |                |        |         |              | Deposit      | Royalty      |          |
|                         | Balance         | Balance        | Expense        | Interest   | Revenue      | Balance        | Gen Fd          | Expense       | Revenue        | Balance        | Loan   | Refund  | Transfer-out | Revenue      | Payment      | Month    |
|                         | \$3,070,474.88  | \$1,333,996.84 |                |            | •            | \$2,110,399.94 |                 |               |                | \$5,239,887.90 |        |         |              |              |              | 12/01/23 |
|                         | \$8,979,086.23  | \$1,432,369.03 | (34,155.00)    | 13,818.83  | 118,708.36   | \$2,187,420.94 |                 | (22,979.00)   | 100,000.00     | \$5,359,296.26 | -      | -       |              | 119,408.36   | 337,416.72   | Dec-23   |
|                         | \$9,264,647.64  | \$1,534,032.92 |                | 17,266.37  | 84,397.52    | \$2,286,920.94 | (500.00)        |               | 100,000.00     | \$5,443,693,78 | -      | ¥       |              | 84,397.52    | 268,795.04   | Jan-24   |
|                         | \$9,380,961.80  | \$1,603,808.28 | (12,000.00)    | 81,775.36  | 9-11         | \$2,332,759.74 | -               | (15,000.00)   | 60,838.80      | \$5,444,393.78 | -      | -       |              | 700.00       | 60,838,80    | Feb-24   |
|                         | \$9,280,527.37  | \$1,447,071.44 | (185,991.67)   | 29,254.83  | -            | \$2,389,062.15 | -               | (11,928.00)   | 68,230.41      | \$5,444,393.78 | -      |         | •            | -            | 68,230.41    | Mar-24   |
|                         | \$9,383,249.57  | \$1,436,867.20 | (77,592.08)    | 55,161.41  | 12,226,43    | \$2,489,062.15 |                 | -             | 100,000.00     | \$5,457,320.22 | *      | -       |              | 12,926.44    | 124,452.87   | Apr-24   |
|                         | \$9,490,522.08  | \$1,454,248.54 |                | 17,381.34  | *:           | \$2,578,253.32 | -               | (9,480.00)    | 98,671.17      | \$5,458,020.22 |        | -       | -            | 700.00       | 98,671.17    | May-24   |
|                         | \$9,646,513.56  | \$1,468,337.15 | (1,959.83)     | 16,048.44  | -            | \$2,625,181.19 |                 | (32,950.00)   | 79,877.87      | \$5,552,995.22 |        |         |              | 94,975.00    | 79,877.87    | Jun-24   |
|                         | \$9,812,364.24  | \$1,527,924.12 |                | 54,023.25  | 5,563.72     | \$2,725,181.19 |                 | -             | 100,000.00     | \$5,559,258.93 | -      |         |              | 6,263.71     | 111,127.43   | Jul-24   |
|                         | \$9,913,411.17  | \$1,488,356.34 | (124,144.63)   | 41,662.14  | 42,914.71    | \$2,822,181.19 | -               | (3,000.00)    | 100,000.00     | \$5,602,873.64 | 2      |         |              | 43,614.71    | 185,829.42   | Aug-24   |
|                         | \$9,842,602.50  | \$1,280,556.41 | (273,419.75)   | 29,328.55  | 36,291.27    | \$2,922,181.19 |                 |               | 100,000.00     | \$5,639,864.90 |        | -       | •            | 36,991.26    | 172,582.53   | Sep-24   |
|                         | \$10,000,739.60 | \$1,314,048.72 | (38,240.79)    | 47,788.32  | 23,944.78    | \$3,022,181.19 |                 | -             | 100,000.00     | \$5,664,509.69 | -      |         |              | 24,644.79    | 147,889.57   | Oct-24   |
|                         | \$10,000,739.60 | \$1,314,048.72 | -              |            |              | \$3,022,181.19 |                 | - 4           |                | \$5,664,509.69 | -      |         |              | •            | -            | Nov-24   |
| \$10,000,739.60 Total   | \$10,000,739.60 | \$1,314,048.72 | (\$747,503.75) | 403,508.84 | \$324,046.79 | \$3,022,181.19 | (\$500.00)      | (\$95,337.00) | \$1,007,618.25 | \$5,664,509.69 | \$0.00 | \$0.00  | \$0.00       | \$424,621.79 | 1,655,711.83 | Total    |
| (\$5,501,145.86) Invest |                 |                |                |            |              |                |                 |               |                |                |        |         |              |              |              |          |
| \$4,499,593.74 Cash     |                 |                |                |            |              |                |                 |               |                |                |        |         |              |              | 1            |          |
| \$4,499,593.74 Per Boo  | 1               |                |                |            |              |                |                 |               |                | - 1            |        |         |              |              |              |          |
| \$0.00 Differen         | 1               | - 1            |                |            |              | 1.1            |                 |               |                | - 1            |        |         |              |              |              |          |
|                         | [               |                |                |            |              |                |                 |               |                |                |        |         |              |              |              |          |
| \$10,000,739.60         | 1               |                |                |            |              |                |                 |               |                |                |        | -       |              |              |              |          |
| \$10,000,739,60         | ( 1             |                |                |            |              |                |                 |               |                |                |        |         |              |              |              |          |
| \$0.00                  | 1               |                |                |            | ()           |                |                 |               | 1              | - 1            |        |         |              |              |              |          |
| 40.00                   | ı h             |                |                |            | , l          | 11             |                 |               |                |                |        |         |              |              |              |          |
|                         | 1               |                |                |            |              | 10             |                 |               |                |                |        |         |              |              | 1            |          |
|                         | 1               |                |                |            |              | 11             |                 |               |                |                |        |         |              |              |              |          |
|                         | 1 1             |                |                |            |              | 11             |                 |               |                |                |        |         |              |              |              |          |
|                         | 1               |                |                |            |              | 1.1            |                 |               |                |                |        |         |              |              |              |          |
|                         |                 |                |                |            |              |                |                 |               |                |                |        |         |              |              |              |          |

It is the intent of the County Board to retain a \$3,500,000 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.

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

### **Montgomery Board**

December 4, 2024

- I ask you to make exception to the deadline for turning in paperwork to receive homestead exemption status. I ask this special favor based on the hardship that my business has endured and overcome this past year. If given the go-ahead I believe that I could get the applications completed by the end of the year.
- I would like to suggest that requiring leases to be recorded is expensive to me
  and of little utility to the purpose of determining who actually lives in a home. I
  would suggest that the homestead exemption request be accompanied by a copy
  of the tenant's drivers license or a copy of his utility bill showing his name and
  address.

Thanks in Advance,

# Tim Loveless

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

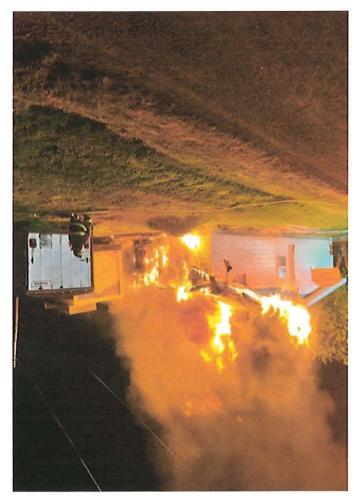
I was late in Macoupin County for 2023 (the deadline is different) The girl in the office said, "If we make an exception for you we would have to do it for everyone". I replied, "And you should do it for anyone that has had such a hellacious year as I have had." And they did.

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









| Resolution #2 | 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 November 7<sup>th</sup>, 2024, discussed, reviewed and considered the County Recorder's proposed predictable fee schedule and recommends the proposed fees take effect January 1, 2025.

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

Sandy Leitheiser, County Clerk/Recorder

| PASSED and approved this 10 <sup>th</sup> day | of December, 2024.                    |
|---|---------------------------------------|
| TASSED and approved this 10 day               | of December, 2024.                    |
|   | *                                     |
|   | Doug Donaldson, County Board Chairman |
| ATTEST:                                       |                                       |
|   |                                       |
|   |                                       |
|   |                                       |

# 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

# Fee Breakdown

| STANDARD DOCUMEN               | ITS     | NON-STANDARD DOCUMENTS         |         |  |  |  |
|--------------------------------|---------|--------------------------------|---------|--|--|--|
| 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 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  |            |

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

| Decennial Re                                  | As of<br>11/21/2024 |          |
|---|---------------------|----------|
| Unit of Government                            | Type of Government  | Received |
| Audubon Township & Road                       | Township            | 08/01/23 |
| Audubon/Nokomis MTA                           | МТА                 | 07/26/23 |
| Bois D'Arc - Harvel - Pitman - Zanesville MTA | MTA                 | 11/13/23 |
| Bois D'Arc Township & Road                    | Township            | 09/28/23 |
| East Fork Township & Road                     | Township            | 11/27/24 |
| Farmersville - Waggoner Public Library Dist.  | Library             | 08/30/23 |
| Grisham Township & Road                       | Township            | 07/08/24 |
| Harvel Township & Road                        | Township            | 05/07/24 |
| Hillsboro Township & Road                     | Township            | 11/28/23 |
| Lake Land College                             | College             | 08/22/23 |
| Lincoln Community College                     | College             | 11/06/24 |
| Litchfield Park District                      | Park                | 11/21/24 |
| Litchfield Public Library District            | Library             | 09/28/23 |
| Nokomis Township & Road                       | Township            | 08/01/23 |
| North Litchfield Township & Road              | Township            | 10/10/23 |
| Raymond Community Fire Protection Dist.       | Fire District       | 09/04/24 |
| Raymond Township                              | Township            | 12/14/23 |
| Southwestern Illinois College                 | College             | 11/21/24 |
| Walshville Township & Road                    | Township            | 10/12/24 |
| Witt Township & Road                          | Township            | 08/07/24 |
| Zanesville Township & Road                    | Township            | 06/12/23 |
|   |                     |          |
|   |                     |          |
|   |                     |          |

### LIST OF TAXING DISTRICTS FOR MONTGOMERY COUNTY as of 12/2024

**CCMH-Comm Mental Health Services CSSS-Senior Social Services CVAC-Veterans Assistance Commission CES1-U of I Extension Service** CSA1-Farm/Wagg Amb. Services CSA2-Hillsboro Amb. Services CSA3-Litchfield Area Amb. Services CSA4-Nok/Witt Amb. Services CSA5-Raymond/Harvel Amb. Services

FDCF - Coffeen Fire FDDI - Divernon Fire FDFM - Fillmore Fire FDFW - Farms-Wagg Fire FDMO - Mt. Olive Fire FDMP - Morr-Palmer Fire FDND - New Douglas Fire FDNK - Nokomis Fire FDPA - Pawnee Fire

FDRM – Raymond Fire FDSK - Shoal Creek Fire

FDVI -Virden Fire

CT68 - County Tax

J501 - Kaskaskia College J517 – Lake Land College J522 - Southwestern College J526 - Lincoln Land College

LYDL- Doyle Library LYFW – Farms-Wagg Library LYGP - Grand Prairie West Library LYHS- Hillsboro Library LYLF - Litchfield Library

MTA1-Aud/Nok MTA MTA3-But/Irv/Rountree MTA MTA4-Fill Cons/Witt MTA MTA5-Grish/Walsh/East Fork MTA MTA6-Bois/Harvel/Pitman/Zanes MTA

PKLF – Litchfield Park 🗸 PKNK - Nokomis Park PKPT- Pitman Park PKRM - Raymond Park

TR01 & TT01 - Audubon Twp & RD TR02 & TT02 - Bois D' Arc Twp & RD 🗸 TR03 & TT03 - Butler Grove Twp & RD TR04 & TT04 – East Fork Twp & RD -TC05 & TR05 - Fill Cons. Twp & RD TR06 & TT06 - Grisham Twp & RD TR07 & TT07 - Harvel Twp & RD -TR08 & TT08 - Hillsboro Twp & RD

TR09 & TT09 - Irving Twp & RD TR10 & TT10 -- Nokomis Twp & RD TL10 - Nokomis Twp Library TR11 & TT11 - N. Litchfield Twp & RD TR12 & TT12 - Pitman Twp & RD TR13 & TT13 - Raymond Twp & RD TR14 & TT14 - Rountree Twp & RD TR16 & TT16 - S. Litchfield Twp & RD TR17 & TT17 – Walshville Twp & RD TR18 & TT18 - Witt Twp & RD -TL18 - Witt Twp Library TR19 & TT19 – Zanesville Twp & RD 🗸

**U001- Morrisonville School Dist** U002- Panhandle School Dist U003 - Hillsboro School Dist U005 - Mt. Olive School Dist U008 -- Pana School Dist U010 - Auburn School Dist U011 - Pawnee School Dist U012 - Litchfield School Dist U022 - Nokomis School Dist U034 - North Mac School Dist U02A - Bond Co. School Dist U05A - Highland School Dist U203 - Vandalia School Dist U204 - Ramsey School Dist

VCBT - Butler VCCF - Coffeen VCCL - Coalton VCDN - Donnellson VCRM - Fillmore VCFV - Farmerville VCHB - Hillsboro VCHV - Harvel VCIR - Irving VCLF - Litchfield VCNK - Nokomis VCOM - Ohlman VCPA – Panama VCRM- Raymond VCSR - Schram City VCTS - Taylor Springs

XALF - Litchfield Airport

VCWG - Waggoner VCWN - Wehonah

VCWV - Walshville

VCWT - Witt

ccential document En do Courtes manicipalities



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

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033

Email: Rev.PropertyTax@illinois.gov

Fax: 217 782-9932

| PO BOX 19033<br>SPRINGFIELD IL 62794-9033  |   |   |
|--|---|---|
| Step 1: Complete the follo   | wing information  | Step 2: Complete the following information  |
| Check which certified copy you the resolution  minutes of the meeting a approved the change in to of supervisor of assessment or sheriff | 63,070.00  12 / 01 / 2024  Year  Du are attaching  which the county board he annual salary for the office ents, public defender,  unty letterhead, is signed by | 6 Check who is receiving the change    supervisor of assessments     public defender (select full-time or part-time below)     full-time   part-time     sheriff     Social Security number of the individual seeking salary reimbursement or with a change in salary |
| Step 3: Sign below I certify that the information on th 9 County Board Chair signature   |   | IALDSON   |
| Signature of the county board chair  | Printed name of the co  |   |
| 10 County Clerk statement and  | signature   |   |
| State of Illinois  | }   |   |
| MONTGOMERY   | County }  |   |
| I, SANDRA LEITHEISER   |   | , County Clerk in and for the county of   |
| MONTGOMERY   |   | and keeper of the records and seal, do hereby   |
| certify that the above is true and o   | correct.  |   |
| Signature of the county clerk  | Month Day   | Year Year   |
| Do not write below this line   | This form is authorized in accordance with 35 IL  | ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.  |
| Official use only:   |   |   |
| Reason for submission change in personnel salary adjustment  | Documentation re resolution minutes signed stateme  | Initials:   |

### PRE-APPROVED VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD

DATE (REV. December, 2024)

### ALL UTILITIES

**AEP ENERGY** 

**AMEREN ILLINOIS** 

AMERICAN MESSAGING

AT&T MOBILITY

CITY OF HILLSBORO

CTI

CONSOLIDATED COMMUNICATIONS

DC WASTE & RECYCLING

DIRECT ENERGY BUSINESS

HOMEFIELD ENERGY

ILLINOIS CENTURY NETWORK

M & M SERVICE

MJM ELECTRIC

SANTANNA ENERGY SERVICES

**SPARKLIGHT** 

TECHNOLOGY MANAGEMENT REVOLVING FUND- DEPT. OF INNOVATIVE TECHNOLOGY (DOIT)

TRAYLOR PEST CONTROL

VERIZON WIRELESS

#### CONTRACTUAL AND LEASE SERVICES

ADVANCED CORRECTIONAL HEALTHCARE

GREAT AMERICA FINANCIAL SERVICES

NATIONAL MAINTENANCE AND CLEANING, INC.

### **COURT ORDERED EXPENSES**

ALL JUDGE SIGNED VOUCHERS

ATTORNEY FEES

**INTERPRETERS & TRANSCRIPTS** 

ESCHEATS (435)

### POSTAGE

CMRS-POC/NEOPOST/NEOFUNDS

IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT

MAIL FINANCE - LEASE ON POSTAGE METER & SCALES

**UPS** 

U.S. POST OFFICE

### **OTHER**

708 BOARD AUTHORIZED VENDORS

BEELMAN LOGISTICS, LLC

BOND COUNTY HEALTH DEPARTMENT

CAPITAL ONE CREDIT CARD FOR HIGHWAY DEPARTMENT

CASEY'S BUSINESS MASTERCARD

CIRCUIT CLERK FUNDS (308, 310, 360, 494)

**CORONER FUND (329)** 

COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE

COUNTY BOARD MEMORIAL FUND

COUNTY CLERK FUNDS (325, 327)

**ELECTION & PROCESSING JUDGES** 

ELECTION POLLING PLACES RENT

FKG OIL

GLOBAL TECHNICAL SYSTEMS, INC. (GTSI) for Sheriff grant expenditures up to \$300,000

HILLSBORO ADVANCED VETERINARY CARE

**HUELS OIL** 

INFRASTRUCTURE TECHNOLOGY SOLUTIONS

J.T.C. PETROLEUM

LITCHFIELD BITUMINOUS CORPORATION

LOUIS MARSCH

JOE MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND

MONTGOMERY COUNTY CIRCUIT CLERK

NEWMAN SIGNS

### **OTHER** (continued)

NOKOMIS OUARRY

PROBATION FUNDS (495, 496, 497, 498)

PROBST VETERINARY CLINIC

**PUBLIC DEFENDER FUND (335)** 

SCHINDLER ELEVATOR

SHERIFF FUNDS (286, 287, 288, 289)

STATE'S ATTORNEY FUNDS (280, 380)

TRANSFER AMONG COUNTY FUNDS

TREASURER FUND (330)

**VETERANS ASSISTANCE COMMISSION (284)** 

WARNING LITES OF SOUTHERN ILLINOIS

### PAYROLL/SALARY/INSURANCE

BLUE CROSS BLUE SHIELD Add as of December, 2024

CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS

CHARD SNYDER

### **DEARBORN LIFE INSURANCE Add as of December, 2024**

DEDUCTION CHECKS

ILLINOIS COUNTIES RISK MANAGEMENT TRUST (ICRMT)

IDES (UNEMPLOYMENT TAX)

ILLINOIS PUBLIC RISK FUND

IL 501 (STATE PAYROLL TAX)

**IMRF (RETIREMENT)** 

**IRS-941 (FEDERAL PAYROLL TAX)** 

METROPOLITAN LIFE Delete as of December, 2024

REIMBURSE SALARIES

SOCIAL SECURITY

UNITED HEALTH CARE

### DISCLAIMER

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

| DATED | DECEMBER | 10th, | 2024, |
|-------|----------|-------|-------|
|-------|----------|-------|-------|

| NIKKI LOHMAN<br>MONTGOMERY COUNTY TREASURER | TRISH ROEMELIN<br>ASSISTANT TREASURER                   |
|---|---|
|   |   |
| SANDY LEITHEISER                            | TRICIA MAULDING   |
| MONTGOMERY COUNTY CLERK/RECORDER            | ACCOUNTS PAYABLE DEPT HEAD/CHIEF DEPLITY CLERK/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 excee         | d \$48,000.00        | shall be made available for the purchase | of |
|-----------------------------------|----------------------|--|----|
| Phone Upgrade                     | for <u>Public He</u> | alth Dept                                |    |
| This Ordinance shall be in effect | upon passage.        |  |    |
| YES:                              |                      |  |    |
| NO:                               |                      |  |    |
| ABSTAIN:                          |                      |  |    |
| ABSENT:                           |                      |  |    |
| Approved and passed this          | day of               | , 2024.                                  |    |
|                                   | Doug Donaldso        | on, Chairman, Montgomery County Board    |    |
|                                   | Nikki Lohman,        | Treasurer, Montgomery County             |    |
|                                   | Sandy Leitheise      | er, County Clerk, Montgomery County      |    |

Stephanie

### INTERGOVERNMENTAL AGREEMENT

### BETWEEN

# MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT DISTRICT OF

### BUTLER GROVE-IRVING-ROUNTREE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MONTGOMERY COUNTY (COUNTY), and BUTLER GROVE IRVING ROUNTREE MULTITOWNSHIP 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. 1s 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, 2025, and shall continue through December 31, 2025.

#### 5. Amendments

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

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

| MONTGOMERY COUNTY       |                                   |
|-------------------------|-----------------------------------|
| EXECUTED this           | _day of,                          |
| Doug Donaldson, Chair   | Kendra Niehaus, CCAO              |
| Sandy Leitheiser, Clerk |                                   |
|                         | ULTI-TOWNSHIP ASSESSMENT DISTRICT |
| EXECUTED this 12+       | day of November, 2024             |
| Q 10 A A.               | 7-11                              |

### INTERGOVERNMENTAL AGREEMENT

### BETWEEN

### MONTGOMERY COUNTY AND SOUTH LITCHFIELD TOWNSHIP

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

### WITNESSTH:

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

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

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

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

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

### 1. Obligation of the COUNTY

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

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

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

THE SHE MCALLEYS THE THE TOTAL THE FULL CO-

# 2. Obligation of the TOWNSHIP

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

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

### 3. Status of assessing officials

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

### 4. Duration

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

### 5. Amendments

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

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

| MONTGOMER     | RY COUNTY                   |        |                      |  |
|---------------|-----------------------------|--------|----------------------|--|
| :             | EXECUTED this               | day of |                      |  |
|               |                             |        |                      |  |
| Doug Donalds  | son, Chair                  |        | Kendra Niehaus, CCAO |  |
| Sandy Leithei | ser Clerk                   |        |                      |  |
|               | HFIELD TOWNSHIP             |        |                      |  |
|               |                             | T      |                      |  |
| EX            | ECUTED this <u>27</u> day o | f_NDV_ | , <u>2</u> 024       |  |
| Kett          | Goffer                      | Clerk  | Stella Lung, attent  |  |

# Compensation and Fee Disclosure



# AssuredPartners of Illinois, LLC Warrenville, IL

AP of IL, LLC, is the broker of record and/or marketing general agent for the medical and ancillary (vision and dental) products underwritten by various carriers/vendors as indicated on the corresponding **Exhibit A** and provides the services indicated on the corresponding **Exhibit B**.

With respect to the medical product, AP of IL, LLC receives compensation as indicated on the corresponding **Exhibit A**. Such compensation is provided as net of premiums (gross premiums less total taxes, PPO fees and repricing fees). With respect to the ancillary products, AP of IL, LLC. receives compensation also as indicated on the corresponding **Exhibit A**. Such compensation is provided as net of premiums.

AP of IL, LLC may also be paid additional commissions by the carriers normally calculated at the calendar year end that are contingent on a number of factors including the overall number of employer plans and/or employee participants in plans for which we have placed the insurance, plan retention rates, and premium growth. Historically, these contingent commissions have ranged between 0-2 percent for medical plans and 0-5 percent for stop loss and ancillary plans of the collective premiums we have placed on behalf of the carrier. In addition, we may receive corporate sponsorships for webinars, training, or other programs we provide for you and other clients for our own internal trainings.

The undersigned Employer acknowledges receipt of the fee disclosures as set forth above and on the corresponding Exhibits A and B and has determined that the fees and commissions received by such entities and persons are reasonable compensation based on the services provided, and the Employer, as a Fiduciary of the Plan, approves the fee compensation arrangement on behalf of the Plan. The undersigned Employer further acknowledges that if this Compensation and Fee Disclosure is not signed below within 15 business days from receipt, it will be deemed to be acknowledged and accepted.

x\_\_\_\_\_

# **Terms and Conditions**

### Confidential Information

The information contained in this Compensation & Fee Disclosure (and corresponding Exhibits) provided by AP of IL, LLC is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the entity requesting the proposal to obtain information for a health and welfare benefit plan to be sponsored by such entity ("Plan Sponsor"), and including its benefits consultant or its agents, legal and financial representatives, or employees (collectively "Recipients"), for any purposes other than the evaluation of AP of IL, LLC and the health and welfare benefits policy or plan in connection with the product or services sought by the Plan Sponsor. Dissemination of the information contained herein by Recipients shall be limited to the respective persons who are directly involved in the evaluation process. Under no circumstances is any of the information contained in this Proposal to be used, disseminated, disclosed, or otherwise communicated to any other person or entity, including but not limited to other persons or entities providing Plan Sponsor or Recipients with a Proposal for a benefits plan and any other licensed broker/consultants.

### **Contract Caveats**

This Compensation & Fee Disclosure (and corresponding Exhibits) assumes all documents required by any insurers, as well as the appropriate trust and administrative services agreements, will be signed prior to the effective date of insurance coverage, and that the underwriting assumptions stated on the Rate Page are accurate. Additional documents that must be signed before coverage will be effective include (a) the Authorized Representative Form; (b) the Plan Document and Summary Plan Description; and (c) the Disability Services Agreement if the Plan Sponsor includes disability benefits under the plan. Until all appropriate documents have been signed by the Plan Sponsor, no collateral materials, including the participants' identification cards or policy certificate books will be provided. Coverage will only become effective after all signed contracts have been received AP of IL, LLC.

## Federal/State Action Caveats

At AP of IL, LLC's option, this Compensation & Fee Disclosure (and corresponding Exhibits), and any rate, trend, or other guarantees included in agreements arising from this document, shall be void in the event of Federal or State action, affecting our ability to meet our obligations to you, to our insureds or members, or to the contracted providers. By way of illustration, such legislative or executive actions which impose controls or requirements that affect any of the following: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with insurance carriers or service providers, may be deemed to so affect our contractual obligations. Should this happen, we will make a good faith effort to work with you to reach a new agreement that equitably reflects the circumstances as altered by government action.

COMPENSATION AND FEE DISCLOSURE

# Exhibit A – Broker Fee Transparency

|                   | Line    | Carrier                                     | Plan Name                | Effective Date | Commission % |
|-------------------|---------|---|--------------------------|----------------|--------------|
| Montgomery County | Medical | BlueCross Blue Shield of Illinois           | PPO 1500 USA - MIBPP2080 | 12/01/2024     | 4%           |
| Montgomery County | Medical | BlueCross Blue Shield of Illinois           | BCS 1500 IL - MIBCS2084  | 12/01/2024     | 4%           |
| Montgomery County | Medical | BlueCross Blue Shield of Illinois           | PPO 5000 USA - MIBPP2170 | 12/01/2024     | 4%           |
| Montgomery County | Medical | BlueCross Blue Shield of Illinois           | BCS 5000 IL - MIBCS2174  | 12/01/2024     | 4%           |
| Montgomery County | Dental  | BlueCross Blue Shield of Illinois           | Dental                   | 12/01/2024     | 8%           |
| Montgomery County | Vision  | BlueCross Blue Shield of Illinois Ancillary | Vision                   | 12/01/2024     | 10%          |



#### **EXHIBIT B**

# **Scope of Services**



# Consulting & Analytics

- · Medical and Rx analysis
- · Plan disruption analysis
- · Plan design and funding analysis
- Claims analysis
- Data analytics solution that provides insights to improve health and contain costs
- · Population health management
- · Forecasting and predictive modeling



# Employee Advocacy

- Employee customer service center with dedicated email for service
- · Escalated claims resolution
- · Liaison between employee and carrier
- Buy-up option for direct member to advocate support



### Communications

- Communication strategy
- · Branded benefits guide
- Open enrollment meeting support
- Employee benefits monthly newsletters



# Pharmacy & Analytics

- Custom PBM and clinical programs
- Pharmacy coalition drug purchasing tool
- · Clinical care management
- RFP / vendor selection
- · Contract review and negotiation
- · Market check analysis



# Compliance

- · ERISA attorneys and compliance team
- · Health care reform guidance
- · Plan documents and SPDs
- · Initial compliance audit
- Signature ready 5500s and SARs
- · Notification of legislative changes
- Quarterly health & welfare compliance newsletter
- HR Consultant



### Brokerage

- Benchmarking
- Plan design
- · Plan comparison
- Market benefit plans and present concise marketing and renewal report
- Negotiate renewals



2

#### **EXHIBIT B**

# **Scope of Services**



# Health & Productivity

- · Review and consultation
- Budget and wellness fund planning
- · H&P guidebook access
- · H&P monthly newsletters
- · Wellness committee support



## **Executive Benefits**

- Executive benefit plans to attract top talent
- · Retirement plans
- · Business succession planning
- · Wealth preservation
- · Life and disability plans
- Executive long-term care



# Benefits and Technology

- · Online enrollment platform
- · Streamlined benefits elections
- Real-time administration panel, employee portal
- . EDI / API feeds to carriers
- Mobile apps

