

20001

**MENTAL HEALTH AWARENESS MONTH  
MONTGOMERY COUNTY ILLINOIS BOARD PROCLAMATION  
MAY 9<sup>TH</sup>, 2023**

**WHEREAS**, mental health is essential to everyone’s overall health and well-being; and

**WHEREAS**, mental health helps to sustain an individual’s self-esteem, relationships and vast contributions to our County, our State and our Country; and

**WHEREAS**, mental health conditions and substance use disorders are real and prevalent in Montgomery County; and

**WHEREAS**, one in four persons will experience mental health challenges in a given year impacting entire families and communities; and

**WHEREAS**, Montgomery County voters approved the Community Mental Health Referendum question as presented at the General Election on November 8, 2016 that levied and collected against all taxable property in the County of Montgomery to be designated as the “Community Mental Health Fund” administered by the Community Mental Health Board (708 Board) and used only for the purposes specified in the Illinois Revised Statutes to provide mental health facilities and services so the citizens have more and diverse opportunities to initiate treatment and recovery opportunities;

**WHEREAS**, early identification and treatment can make a profound difference in the recovery of individuals with mental health conditions and substance use disorders; and

**WHEREAS**, it is vital for our citizens, our leaders, our businesses, our schools, our Healthcare Providers, our organizations, our law enforcement, and our churches to acquire more mental health awareness and work together to provide every opportunity for recovery; and

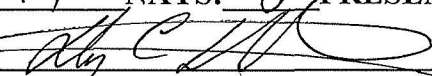
**WHEREAS**, every citizen can make a difference in helping to end the silence and stigma that far too long has surrounded mental health conditions and substance use disorders and has contributed to discouraging people from seeking help and recovery; and

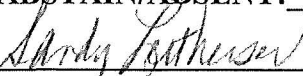
**WHEREAS**, we, the Montgomery County Illinois Board, affirm the intrinsic value of every person in our communities which we represent and desire for every individual to live a full and abundant life so that the true worth of each person’s contribution to our County is recognized;

**THEREFORE BE IT RESOLVED**, By the Montgomery County Board that May 2023 is Proclaimed as Mental Health Awareness Month and call upon everyone to commit to increasing understanding and awareness of mental health conditions and substance use disorders to promote recovery and wellness opportunities.

Passed by the Board of Montgomery County this 9th day of May 2023.

AYES: 14 NAYS: 0 PRESENT: 14 ABSTAIN/ABSENT: 0

Signed:   
Doug Donaldson, Chairman

Attest:   
Sandy Leitheiser, County Clerk

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is entered into by and between THE CITY OF HILLSBORO, an Illinois Municipal Corporation, Montgomery County, Illinois, (the "City"), and THE COUNTY OF MONTGOMERY, Illinois (the "County"), which are collectively referred to herein as the "Parties".

WHEREAS, the City is a non-home rule municipal corporation as set forth in Article VII, Section 7 of the 1970 Illinois Constitution, located in Montgomery County, Illinois; and

WHEREAS, the City and the County are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and are authorized and empowered by Article VII, Section 10 of the 1970 Illinois Constitution to cooperate for public purposes; and

WHEREAS, both the City and the County desire to cooperate in areas of interest in obtaining the future goals and objectives of the City and the County, relating to property which the County owns and is adjacent to City property and located in downtown Hillsboro, Montgomery County, Illinois; and

WHEREAS, the sidewalks around the Historic Courthouse in Hillsboro, Montgomery County, Illinois grounds are in disrepair and are in need to be replaced; and

WHEREAS, both the City and the County utilize the sidewalks around the Historic Courthouse, and there are both City and County events in and about the Historic Courthouse; and

WHEREAS, the City Council of the City of Hillsboro believes that citizens of the City of Hillsboro will benefit by participating in making sure that the sidewalk around the Historic Courthouse is rehabilitated, replaced, and/or repaired and maintained with help from the County; and

WHEREAS, the County and the City wish to cooperate to rehabilitate, replace, and/or repair the sidewalks around the Historic Courthouse; and

WHEREAS, the parties acknowledge that each of them will benefit by participating in this endeavor.

NOW, THEREFORE, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), and in consideration of the representation and mutual benefits being derived, the receipt and sufficiency of which both parties acknowledge, the parties agree as follows:

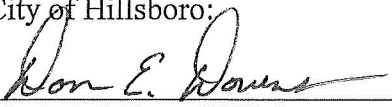
1. That the City and the County will jointly participate in the rehabilitation/replacement/repair of the sidewalk surrounding the Historic Courthouse, which is summarized in nature and scope in "Exhibit A" attached hereto, which is incorporated herein and made a part hereof (the "Sidewalk Project").

2. That the County and the City have received an estimate from Hurst-Roche, attached hereto and incorporated as "Exhibit A", which separates the Sidewalk Project into two categories, one being the City right of way ("ROW") and the other being County property.
3. That the Parties agree that the County shall solicit bids for the entire Sidewalk Project using the recommendations from Hurst-Roche (the "Engineer") and, in so doing, shall comply with any governing laws, codes, regulations, and ordinances applicable to the solicitation of such bids.
4. That, after the County receives bids for the Sidewalk Project, the County will forward the lowest bid that meets the Engineer's requirements to the City for approval. The corporate authorities of the City shall then approve or reject the bid within 14 days of receipt.
5. That, after the City's acceptance of a bid, and as the bills or invoices thereafter become due, the County will pay for the Sidewalk Project in whole, and the City shall reimburse the County within 30 days for the cost of the City ROW portion of the Sidewalk Project.
6. That the County shall coordinate with the City regarding the Sidewalk Project, and Mayor Downs and Commissioner Butler shall be the City's points of contact for such purposes.
7. That neither Party to this Agreement shall be deemed to have waived any governmental immunity or defense to which a Party would otherwise be entitled under statute or common law in the absence of this Agreement.
8. That all notices, required or permitted by this Agreement, shall be in writing and shall be executed by the Party or any authorized officer, agent, or attorney of the Party, and shall be deemed to have been effective as of the date of the actual delivery, if delivered personally, or as of the 3rd day from and including the date of postage if mailed by registered or certified mail, returned receipt requested, with postage prepaid, to the addressees as follows:
  - To the City: Attention City Clerk / 447 S. Main Street, Hillsboro, IL 62049
  - To the County: Attention County Clerk / #1 Courthouse Square, Hillsboro, IL 62049
9. That each subscriber to this Agreement warrants to the other Party that he or she is authorized to execute, deliver, and perform this Agreement in the name of the Party on whose behalf he or she executes it.
10. That this Agreement shall be effective on the date signed by both Parties.
11. That this Agreement may be executed in counterparts.
12. That, if any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and this Agreement shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated this 17<sup>th</sup> day of MAY, 2023

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

City of Hillsboro:

  
\_\_\_\_\_  
Mayor of City of Hillsboro

COUNTY OF MONTGOMERY

  
\_\_\_\_\_  
County Board Chairman

2005

**MONTGOMERY COUNTY  
SUPERVISOR OF ASSESSMENTS  
EMPLOYMENT AGREEMENT**

This agreement is entered into by and between the County of Montgomery (hereinafter referred to as "County"), and **Kendra Niehaus**, hereinafter referred to "Supervisor of Assessments," as described in 35 ILCS 200/3-5. and in any ordinances, resolutions, rules or regulations as approved by the Montgomery County Board.

1. Duties. The parties acknowledge that the position of Supervisor of Assessments is created by 35 ILCS 200/1 *et seq.*, and that the duties of the Supervisor of Assessments are set forth therein as well as the Montgomery County Code. The parties further acknowledge that the Supervisor of Assessments serves as the County's Chief Assessment Officer and Clerk of the County Board of Review. The Supervisor of Assessments is responsible for, among other statutorily assigned tasks, the day to day operations of the Assessment Office, assessment valuations, quadrennial re-assessments, development and maintenance of the County's Real Property Cards Index and associated appraisal and assessment records and electronic databases, and all other requirements and duties as set forth in the Montgomery County Code or approved by the Montgomery County Board. The normal workday for the Supervisor of Assessments shall be 7:30 a.m. to 4:00 p.m., Monday through Friday (excluding holidays as set by the Montgomery County Board). Furthermore, the Supervisor of Assessments shall not engage in "outside activities" relating to her employment with Montgomery County or County services without the prior approval of the County Board. The Supervisor of Assessments agrees not to engage in any activity which may create a conflict of interest between the "outside activity" and the interests of the County, or the duties of her office. The Supervisor of Assessments agrees this position is an exempt executive position as described by the Fair Labor Standards Act and associated rules and regulations.

2. Term of Appointment.

A. Length of Term: The term of this appointment shall be from April 1, 2023 until March 31, 2027. This Agreement shall not automatically renew without the written consent of the presiding officer of the Montgomery County Board with the advice and consent of the County Board.

B. Early Termination: The Supervisor of Assessments may be removed by the County Board Chairperson upon a 2/3 majority vote of the County Board members in favor of said removal. The Supervisor of Assessments may be removed for misfeasance, malfeasance or nonfeasance in the performance of their duties. Whenever the County Board dismisses a Supervisor of Assessments, it shall notify the Supervisor of Assessments in writing sent by certified mail to the residence of the Supervisor of Assessments. The Supervisor of Assessments shall not be entitled to any further compensation under this agreement after the date of the County Board Chairperson's action. Notwithstanding 35 ILCS 200/3-10, either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party with or without cause.

3. Salary. The Supervisor of Assessments shall be paid at the rate of \$57,500 per year. The Supervisor of Assessments may request in writing to the Montgomery County Board an annual raise, the reasons therefore, and the amount requested. However, any additional pay increases must be approved by the Montgomery County Board.

4. Benefits.

A. The Supervisor of Assessments, their spouse and dependents shall receive the same health insurance benefits as other appointed officials of Montgomery County. The County will pay the same portions of the premium and deductible costs for such insurance as it pays for other appointed officials of Montgomery County, as set by the County Board.

B. The Supervisor of Assessments shall be entitled to paid time off earned during prior employment with the County. Paid time off includes vacation, personal days and all other accrued leave of any type or for any reason. Paid time off may not be carried over from year to year. Upon termination of this Agreement, the County shall buy back any unused paid time off, excluding personal days.

C. The Supervisor of Assessments shall also accrue one sick day per month. Upon termination of this Agreement, the County may buy back any unused sick leave. Subject to the rules and regulations of IMRF, the Supervisor of Assessments may apply unused sick leave days to IMRF for service credit up to one (1) year.

D. The Supervisor of Assessments shall notify the County Board Administrator regarding any planned, non-emergency absences at least one week in advance. The Supervisor of Assessments shall furnish a monthly report to the County Board Administrator and the Finance and Budget Committee Chairperson of all leave taken under this paragraph 4.

5. Office Expenses. The Supervisor of Assessments shall be reimbursed by the County for any travel and other expenses incurred in the discharge of their duties, including the cost of meals for out of County meetings, seminars, classes and conferences. The County shall pay per mile for any office related mileage at the rate established by the Internal Revenue Service. However, the Supervisor of Assessments shall not be reimbursed (or paid mileage) for commuting to and from work. All expenses, including but not limited to meals, transportation, lodging and registration fees shall be verified by paid receipts. The cost of meals and lodging shall not exceed the maximum established by the County policy. All reimbursements and expenses herein contemplated shall be subject to the limitations of the official budget adopted for the office of the Supervisor of Assessments by the County Board and the terms and provisions of the Illinois Local Government Travel Expense Control Act.

6. Prosecution and Defense of Suits. All expenses incurred by the Supervisor of Assessments in prosecuting or defending suits or actions brought by or against the Supervisor of Assessments in any official capacity shall be paid for by the County.

7. Office Equipment and Personnel. The County shall provide adequate funds for all equipment and personnel reasonably required by the Supervisor of Assessments to discharge the duties of the office. The Supervisor of Assessments shall have the authority to hire and dismiss

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personnel subject to the advice and consent of the Montgomery County Board, and shall be subject to the limitations of the official budget approved for the office of Supervisor of Assessments by the County Board.

8. Amendment. This agreement may be modified, altered or amended only upon the written agreement of the County and the Supervisor of Assessments.

9. Severability. The provisions of this agreement are severable. Should any provision be held unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

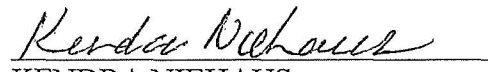
10. Entire Agreement. The County and the Supervisor of Assessments have read this Agreement and understand it to be their entire agreement. This contract supersedes all oral negotiations or agreements between the County and the Supervisor of Assessments.

11. Montgomery County Board Approval. This Agreement and the terms contained herein were approved by a vote of the Montgomery County Board at its regular meeting on the 9<sup>th</sup> day of May, 2023.

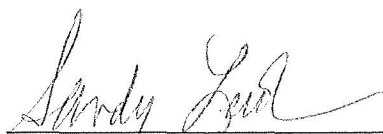
IN WITNESS WHEREOF, Montgomery County and the Supervisor of Assessments have caused this Agreement to be signed and executed on this 9<sup>th</sup> day of May, 2023.

Doug Donaldson, Chairman  
Montgomery County Board ("County")

  
DOUG DONALDSON

  
KENDRA NIEHAUS  
SUPERVISOR OF ASSESSMENTS

ATTEST:

  
SANDY LEITHEISER, Montgomery County Clerk

20008

FY 2023

**AGREEMENT BETWEEN**

**THE MONTGOMERY COUNTY BOARD AND  
RAYMOND-HARVEL AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax **(\$80,483.00)**, sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2023, the county shall have reimbursed to the RHAAS an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 3 to 5 times between July 1, 2023 and December 31, 2023, in accordance with the Real Estate Tax Distribution Schedule.**

*Continued on Page 2*



1. The RHAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2022 through November 30, 2023.**
2. RHAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. RHAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The RHAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold distribution of levied funds upon written notice to the RHAAS, that the RHAAS is violation of State regulations, said funds to be disbursed upon the RHAAS coming into compliance.
5. The RHAAS will submit a tentative **FY '24** budget to the Montgomery County Treasurer on or before **August 1, 2023.**
6. The RHAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the RHAAS.
7. The RHAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Treasurer's office on or before **December 31, 2023**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the RHAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The RHAAS shall provide a 3<sup>rd</sup> party audit review every year of the RHAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5<sup>th</sup> year, the next full audit will be due **August of 2028.**
14. The RHAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Montgomery County Board. The County shall allow inspections of its books and records pertaining to its distribution of funds to the RHAAS or its duly authorized agent.

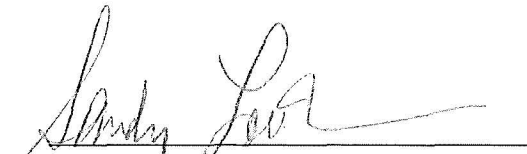
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This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for RHAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

  
County Board Chairman

5/9/23  
Date

Attest:

  
County Clerk

5/9/23  
Date

**RAYMOND-HARVEL AREA AMBULANCE SERVICE**

  
Authorized Representative

4-19-23  
Date

PRESIDENT  
Title

2011

**MONTGOMERY COUNTY ILLINOIS  
INTERGOVERNMENTAL AGREEMENT  
CENTRALIZED EMERGENCY DISPATCH CENTER**

**THIS AGREEMENT** entered into this 1st day of December, 2022, by and between the Emergency Telephone System Board of Montgomery County, Illinois, hereinafter referred to as "ETSB" and the County of Montgomery and Sheriff of Montgomery County, Illinois, and collectively hereinafter referred to as "Parties."

**WHEREAS**, the Parties enter into this intergovernmental agreement providing for centralized emergency dispatch and required 911 communication center services with the ETSB for the residents of Montgomery County; and

**WHEREAS**, the Sheriff shall operate, manage, administer and supervise the centralized emergency dispatch center personnel to dispatch and communicate regarding the usual and customary functions of local government involving 911, Police, Fire, EMS and other emergency functions, and day-to-day procedures and administration of the communication center; and

**WHEREAS**, the Sheriff will continue to provide a physical location for the centralized emergency dispatch center located in the Montgomery County Sheriff's Complex building located at 140 North Main Street, Hillsboro, Illinois; and,

**WHEREAS**, the County will have access and control of said centralized emergency dispatch center and related offices; and

**WHEREAS**, centralized emergency dispatch center contains furniture, equipment, radios and other miscellaneous property as identified in the county inventory; and

**WHEREAS**, the Parties are desirous of memorializing their agreements and understandings with respect to said property, its repairs, maintenance and financial issues related to the administration of the centralized emergency dispatch center and its services; and,

**IT IS HEREBY AGREED** as follows:

1. The Sheriff shall provide personnel that will be employees of the county to perform dispatching services for 911/ETSB. The Sheriff will, in all regards, supervise the centralized emergency dispatch center its employees, services, and procedures subject to the following terms and agreements that shall be followed by the communications center:
  - A. ETSB dispatch training standards, protocols and operating procedures currently in full force and effect shall remain in effect to fulfill the responsibilities of 911 services. The sheriff agrees to abide by and enforce such procedures during the term of this agreement.
    - i. Initial education of telecommunicators shall include:
      1. EMD, EFD and EPD Protocols
      2. NIMS 100, 200 and 700
      3. NWS Weather Spotting and Reporting
      4. MABAS System
      5. ILEAS System
      6. LEADS: Full Access

2012

7. County Emergency Operations Plan
  8. Hazmat Awareness
  9. ETSB Standard Operating Procedures
  10. Sheriff's Office Communications Division Training Book
  11. TC Trauma-informed response to sexual assault/abuse
- ii. Continuing education of telecommunicators shall include:
1. Every two years LEADS recertification
  2. Every two years recertification of Power Phone protocols to include EMD, EFD and EPD.
  3. Every three years Hazmat Awareness recertification
- B. The Parties and ETSB agree to comply fully with the Emergency Telephone System Act (ETSA) (50 ILCS 750) 83 Illinois Administrative Code Parts 1324, 1325, 1326, 1327, 1328 and 1329, and all amendments thereto by the Office of the Statewide 911 Administrator within the Department of the Illinois State Police. Additionally, the Sheriff shall maintain EMD Certification for the Telecommunications staff and the Dispatch Center through the Illinois Department of Public Health. Said Acts and Regulations set forth and mandate the responsibilities and obligations that an agency providing centralized emergency dispatch and 911 communication center services has to the residents of Montgomery County. The Sheriff agrees to take such action as is necessary to enforce and comply with said provisions required by the ETSB.
- C. The ETSB shall provide the following:
- i. 911 Coordinator, representing the ETSB, or will contract with the Sheriff to designate an employee to act for the ETSB as the PSAP Coordinator, to work with the Sheriff and/or their supervisory designee regarding the ETSB procedures, protocol, equipment, software, radios and phones.
  - ii. Manage 911 trunks and phone lines required for 911 services.
  - iii. Manage the 911 CAD Systems and its maintenance.
  - iv. Manage all radio equipment, licensure and sites owned or leased by the ETSB for public safety dispatch of EMS, Fire, Police and EMA.
  - v. Ensure compliance of the Emergency Telephone System Act (50 ILCS 750), and 83 Illinois Administrative Code Parts 1324, 1325, 1326, 1327, 1328 and 1329, and all amendments thereto by the Office of the Statewide 911 Administrator within the Department of the Illinois State Police.
  - vi. Ensure compliance of the Sheriff to ETSB training standards, protocols and standard operating procedures in the center.
  - vii. Prepare and obtain annual call handling agreements and file them with the ISP and Attorney General as required.
  - viii. Prepare and monitor ETSB budget as approved annually by the ETSB.
  - ix. Coordinate street naming, addressing and sign repairs.
  - x. Maintain the master street addressing guide.
  - xi. Work with GIS to ensure mapping is current.
  - xii. The 911 Coordinator will serve as a point of contact for the ETSB.

2. The Sheriff shall have supervisory authority of the communication center, employees and operations, in accordance with this agreement. The sheriff shall have the singular right to hire, supervise, discipline and discharge employees.
3. The Sheriff will continue to provide the ETSB, its employees and Sheriff approved vendors with access to the dispatch and equipment areas of the Montgomery County Safety Complex buildings and county owned property.
  - A. The ETSB shall provide the oversight for the 9-1-1 system and all of the work in conjunction with the 9-1-1 system providers on installation, continued maintenance, and any future modifications to the system.
  - B. The ETSB reserves the right to select and authorize the vendors utilized for service and purchase of ETSB equipment.
4. The Sheriff through the budget process shall be solely responsible for salaries, overtime, severance benefits, vacation and holiday pay of all dispatch staff, and, all of the maintenance cost of Sheriff's Office owned equipment. Funding from the ETSB for dispatch employee salaries and operational fees noted for 911 dispatch contractual services shall be as follows:
  - A. FY Salaries: Forty two percent of Telecommunicator salaries to include overtime, holiday pay and vacation buy-back.
  - B. The 911 Coordinator shall be paid for the normal duties of a MCSO Telecommunicator by Montgomery County. The Coordinator will be paid an additional \$1.00 an hour by the ETSB. This stipend shall also apply to overtime and holiday compensation. All time over the 40 hour work week that involves ETSB work will be compensated by ETSB. When the 911 Coordinator is unable to perform the daily MCSO job duties due to ETSB commitments, a MCSO T/C may be utilized to backfill the hours. The said backfill hours will be paid by the ETSB.
5. In return for the promises and services set forth above, ETSB agrees to pay the County a sum equivalent to the bi-weekly (every two weeks)-payroll expenses attributable to the employees' salaries and quarterly for operational fees.
6. The Sheriff shall provide office supplies and use of computers, printers, copiers and other office equipment for ETSB use. The ETSB shall pay the Sheriff's Office \$1,000.00 per year to compensate for supplies and equipment.
7. This Agreement shall be in effect through November 30, 2023. A (90) day notice must be given in writing of any parties intent to terminate and/or renegotiate this Agreement.
8. The County agrees to name the ETSB as an additional insured on all liability insurance policies covering the communication center and its services, and further agrees to indemnify, defend and hold the ETSB harmless against any claim, demand, suit or liability arising from this Agreement or from any action or inaction in managing, administrating, operating, or supervising the communication center, its employees, functions, duties and responsibilities to include matron duty performed by the sheriff's office telecommunications staff under the direction of the sheriff.



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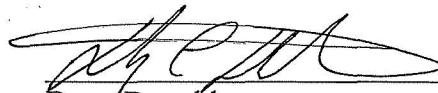
**COUNTY OF MONTGOMERY  
RESOLUTION 2023- 20  
ACCEPTING THE ELIMINATION OF  
THE MONTGOMERY COUNTY  
REVOLVING LOAN FUND**

**WHEREAS**, the Montgomery County Board in May of 2023, dissolved the Montgomery County Revolving Loan Fund, and transferred the remaining balance in the account to the Coal Royalty Fund, where the funds were initially used to start the Revolving Loan Fund; and

**WHEREAS**, the County of Montgomery now accepts the termination of the Revolving Loan Fund Policy and Procedure Manual;

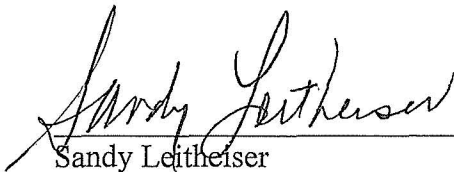
**NOW THEREFORE BE IT RESOLVED** that the County of Montgomery in the State of Illinois, has dissolved the Montgomery County Revolving Loan Fund and the Montgomery County Revolving Loan Fund Policy and Procedure Manual.

PASSED and APPROVED by the Montgomery County Board on the 9<sup>th</sup> day of May, 2023.



Doug Donaldson  
Montgomery County Board Chairman

ATTEST:



Sandy Leitheiser  
Montgomery County Clerk

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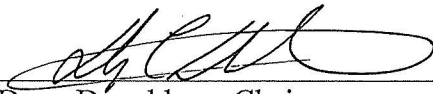
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE VILLAGE OF FILLMORE

This contract is made and entered into between the County of Montgomery (GRANTOR) and the VILLAGE OF FILLMORE (BENEFICIARY), (EIN: 37-1017660).

- The Grantor agrees to provide the Beneficiary with a grant of \$27,600 which represents 60% of the estimate for the purchase of a police squad car;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase a police squad car.

Terms:

- The Grantor will provide \$27,600 which represents 60% of the estimated purchase price of one police squad car.
- That the Beneficiary will provide \$18,400 which represents 40% of the estimated purchase price of one police squad car.
- That the funds from each party will be placed into an escrow account designated by the Montgomery County Treasurer for the purchase and the funds will be released from the account to the seller of the police squad car.
- That time is of the essence as all funds must be expended by Beneficiary and Grantor no later than the third Monday of December 2026.
- That failure to deposit funds by either party within 90 days of the execution of the agreement will be cause for termination of said contract and the refund of any deposited funds.
- That the parties must execute the document by **April 11, 2023**.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the President of the Fillmore Village Board.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

5/9/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Fillmore Village Board

4-17-23  
\_\_\_\_\_  
Date



20017

ORDINANCE 2023-21

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

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

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

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

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

1. An amount not to exceed \$ 27,600.00 shall be made available for the purchase of Police Squad Car for the Fillmore Police Department .

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 9<sup>th</sup> day of May, 2023.

[Signature] Doug-Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

# 2023 Chevrolet Tahoe PPV Police Interceptor

\$ 42,950.00

2WD 9C1 Pursuit Rated

\$ 44,200.00

4WD 5W4 Special Service\*

\$ 44,950.00

4WD 9C1 Pursuit Rated

\*The SSV is not pursuit rated (top speed 98 mph), has 18" Aluminum Wheels & the Premium Smooth Ride Suspension Pkg.

## State Bid Base Equipment Includes:

Police Pursuit Rated.	5.3L E15 EcoTec3 V8 Engine	HD Black Vinyl Floor Covering	Deep Tinted Glass
Center Console - Delete	10-Speed Auto Transmission	Cloth Front 40/20/40 Power Seat	Air Conditioning
Headlamp & Taillamp Flasher	Transmission Oil Cooler	Vinyl Rear 60/40 Bench Seat	Rear Heat & Air
Night Saver LED Dome Light	Anti-Lock Frt & Rr Disc Brakes	AM/FM 8" Touch Screen Audio	Rear Window Defogger
Programmable Door Locks	Locking Rear Differential (3:23)	Bluetooth w/ Hands Free Controls	Keyless Entry (2)
100 Watt Siren Speaker	20" Painted Steel Wheels (9C-1)	Intermittent Rain Sensing Wipers	Heated Power Mirrors
Underbody Skid Plate	P275/55/R20SL Pursuit Rtd Tires	Driver & Passenger Air Bags	Power Windows & Locks
Frame Mounted Recovery Hooks	Full Size Spare Tire	250 Amp Alternator	Tilt & Cruise Control
DRL On/Off Switch	Full Length Running Boards	730 CCA Primary Battery	110 Power Outlets

All fleet Tahoes come with the GM 5-year / 100,000 mile drivetrain warranty and free roadside assistance



**Police Package: Includes all equipment listed below for:**

**\$ 1040.00**

LH LED Spotlight	Grille Light & Speaker Wiring (6J3)	Horn & Siren Wiring (6J4)	Outside Mirror Wiring (T66)
Auxiliary Battery 760 CCR	Power supply - (4) 30-amp circuits	Console & Cargo Ground Wires	HD Brakes w/16" Rotors
Third Row Seat - Delete	Headliner Wiring Harness	External Engine Oil Cooler	Front Brembo HT Calipers
Secure Idle	100 Amp - Rear Electrical Center	High Capacity HD Radiator	Vehicles "Keyed" Allike
Analog Instrumentation	Trailer Hitch w/ 7 Wire Harness	Hitch Guidance System	4 Additional Key Fobs
Rear Vision Camera	Android & Apple CarPlay Capability	StabiliTrak & Hill Start Assist	In State Delivery

## Additional Options - X Please check all options desired

Disable Rear Door Functions	\$ 130.00	Splash Guards (Molded Front & Rear)	\$ 295.00
Engine Block Heater	\$ 429.00	Corner LED 4 (White, Blue or Red)	\$ 1378.00
Carpet w/ Carpeted Mats	\$ 350.00	Rear Cargo Lid Lights (Red & Blue)	\$ 625.00
Bucket Seats w/ Factory Console #	\$ 400.00	Delete DRL & Automatic Headlamps	\$ 50.00
Push Bumper	\$ 690.00	Rear Camera Mirror	\$ 525.00
HD Rubber Floor Mats (4)	\$ 150.00	Undercoating - Sound Shield	\$ 199.00
Cloth Second Row Seat (vinyl Std)	\$ N/C	Safety Package #	\$ 450.00
Delete Spotlight	\$ -150.00		
Remote Start	\$ 350.00	<input checked="" type="checkbox"/> Illinois Title & Municipal Police Plates	\$ 163.00

# Safety Package includes: Forward Collision Alert; Lane Keep Assist; & Lane Departure Warning; Automatic Emergency Braking; Front Pedestrian Braking; Following Distance Indicator. (Safety Package required with Bucket Seats w/ Factory Console)

## Exterior Colors

<input type="checkbox"/> Black	<input type="checkbox"/> Ash	<input type="checkbox"/> Dark Blue	<input type="checkbox"/> Auburn
<input checked="" type="checkbox"/> White	<input type="checkbox"/> Beige	<input type="checkbox"/> Sterling Gray	<input type="checkbox"/> Victory Red + \$795.00

City, County or Village Village of Fillmore Tax Exemption # E9994-2771-06  
 Address P.O. Box 158 City Fillmore State IL Zip 62032  
 Contact Person Chief Darin Beckman Phone 618-267-2643 Email beckman@mabas-il.org  
 Total Price \$ 46,153.00 Quantity 1 Grand Total \$ 46,153.00

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

**DATE (REV. May, 2023)**

**ALL UTILITIES**

AEP ENERGY  
AMEREN ILLINOIS  
AMERICAN MESSAGING  
AT&T MOBILITY  
CITY OF HILLSBORO  
CTI  
CONSOLIDATED COMMUNICATIONS  
DC WASTE & RECYCLING  
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

2019

**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)  
COUNTRYSIDE VETERINARY  
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 QUARRY  
NOKOMIS VETERINARY  
PROBATION FUNDS (495, 496, 497, 498)  
PROBST VETERINARY CLINIC  
PUBLIC DEFENDER FUND (335)  
SCHREIBER VETERINARY SERVICES  
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

2020

**PAYROLL/SALARY/INSURANCE**

BENEFIT PLANNING CONSULTANTS (BPC)  
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS  
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  
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 MAY 9<sup>th</sup> 2023,

  
\_\_\_\_\_  
NIKKI LOHMAN  
MONTGOMERY COUNTY TREASURER

  
\_\_\_\_\_  
TRISH ROEMELIN  
ASSISTANT TREASURER

  
\_\_\_\_\_  
SANDY LEITHEISER  
MONTGOMERY COUNTY CLERK/RECORDER

  
\_\_\_\_\_  
TRICIA MAULDING  
ACCOUNTS PAYABLE DEPT. HEAD/CHIEF DEPUTY CLERK/RECORDER

~~20021~~

**COUNTY OF MONTGOMERY  
RESOLUTION 2023-22  
IN SUPPORT OF ILLINOIS HOUSE BILL 2781  
INCREASING TOWNSHIP BRIDGE PROGRAM FUNDS**

**WHEREAS**, there are over 12,000 bridges in Illinois under the jurisdiction of over 1400 Illinois Townships; and

**WHEREAS**, there are numerous other stream, creek, lake, road or other crossings that are currently under 20' in width therefore not identified as bridges but need replaced with new bridges to meet the needs of the Township Road System; and

**WHEREAS**, the Township Bridge Program is a legislated (605 ILCS 5/6-901) fund designated for construction and maintenance of bridges on the Township Highway System; and,

**WHEREAS**, the Township Bridge Program was initiated in 1979 with an annual allocation of \$15 million from the Illinois Road Fund and has received no increase in funding level in the 43 years since initiated while the Illinois Road Fund has seen an increase in revenue of over 400% over the same duration; and

**WHEREAS**, the Engineering News Record Construction Cost Index has increased over 300% since initiation of the TBP program hence \$15 million from 1980 would equate to a TBP appropriation of \$3.69 million today or a loss of 75% of the programs purchasing power; and

**WHEREAS**, the TBP program resulted in the number of deficient Township Bridges being reduced from 6063 to 1624 over the past 43 years and the average lifespan of a Township Bridge is approximately 55 years therefore the bridges constructed during the infancy of TBP themselves will need to begin to be replaced over the next 10 years; and

**WHEREAS**, Township Bridges account for the largest number of load and width restrictions present within the transportation network of the State of Illinois thereby negatively impacting the ability to transport agricultural and industrial goods and equipment throughout the State;

**WHEREAS**, the Illinois State Legislature is currently considering legislation to amend the Illinois Highway Code. Said legislation provides that the General Assembly shall annually appropriate to the Department of Transportation \$60,000,000 (instead of \$15,000,000) for apportionment to counties for the use of road districts for the construction of bridges 20 feet or more in length; and

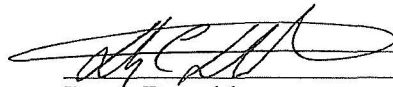
**WHEREAS**, the Montgomery County Board recognizes the need for such legislation as it would greatly enhance infrastructure condition and continue economic investment in the County; and

2022

**THEREFORE BE IT RESOLVED** that the Montgomery County Board supports such legislation; and

**BE IT FURTHER RESOLVED** that the County Clerk notify legislators of the Illinois House of Representatives representing Montgomery County, Chairman of the Illinois House Transportation: Regulations Committee, the Secretary of Transportation with the Illinois Department of Transportation and the Montgomery County Engineer of this action.

ADOPTED THIS 9<sup>th</sup> DAY OF May, 2023.



Doug Donaldson  
Montgomery County Board Chairman

ATTEST:

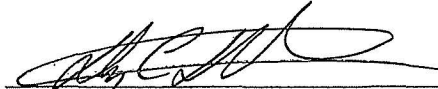


Sandy Leithiser  
Montgomery County Clerk

2023

APPOINTMENT OF TRUSTEE

ROGER CLYMER is hereby appointed as NOKOMIS AREA FIRE PROTECTION DISTRICT TRUSTEE pursuant to 70 ILCS 705/4, which three-year term shall commence May 1, 2023.

  
\_\_\_\_\_  
Chairman of the Board of Montgomery County, IL

  
\_\_\_\_\_  
MONTGOMERY COUNTY CLERK

~~COPY~~ (20)  
5-11-23

2024

FY 2023

**AGREEMENT BETWEEN**

**THE MONTGOMERY COUNTY BOARD AND  
FARMERSVILLE-WAGGONER AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax (**\$78,700.00**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2023, the county shall have reimbursed to the FWAAS an amount not less than 100% of the total amount collected pursuant to the levy.**

**Remittance will be 3 to 5 times between July 1, 2023 and December 31, 2023, in accordance with the Real Estate Tax Distribution Schedule.**

*Continued on Page 2*



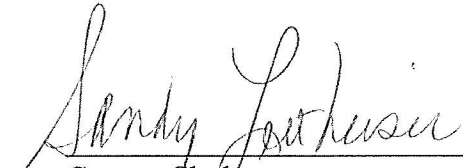
20025

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for FWAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

  
County Board Chairman

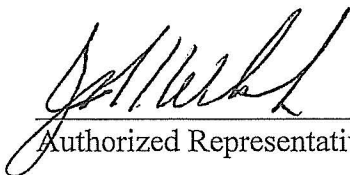
6/13/23  
Date

Attest:

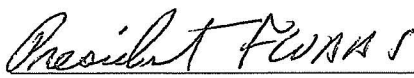
  
County Clerk

6/13/23  
Date

**FARMERSVILLE-WAGGONER AREA AMBULANCE SERVICE**

  
Authorized Representative

5-9-23  
Date

  
Title

# Ordinance for Solar Energy Farm and Solar Garden Installations in Unincorporated Montgomery County, Illinois

Amended 6/13/23

ORDINANCE NO. 2023-23

**WHEREAS**, the Montgomery County Illinois Planning Commission has recommended to the County Board that said amendment be adopted as follows:

## A. SCOPE.

This article applies to solar energy farm and garden installations in unincorporated Montgomery County, Illinois, other than those areas surrounding municipal limits governed by municipal ordinance.

## B. PURPOSE.

The purpose of this ordinance is to facilitate the construction, installation, operation and decommission of Solar Farms or Solar Gardens (Solar Energy Systems SES) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will not impede personal or business solar collector development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state or federal law.

## C. DEFINITIONS.

1. *Active Solar Energy System*: A solar energy system whose primary purpose is to harvest energy by transforming solar energy into another form of energy or transferring heat from a collector to another medium using mechanical, electrical, or chemical means.
2. *Application*: Request for the Solar Farm or Solar Garden Permit must be submitted on the application form maintained by the County. Application may be modified from time to time by the County in order to provide sufficient information for permitting decisions to be made. (See EXAMPLE in Appendix A.)
3. *Aviation Protection*: For solar units located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.
4. *Building-integrated Solar Energy Systems*: An active solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Building-integrated systems include but are not limited to photo voltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.
5. *Construction Permit*: Formal approval of the application by the County Board. (See EXAMPLE in Appendix B.)
6. *Decommissioning/Deconstruction*: To return the property to its pre-installation state or better as approved in the decommissioning plan.
7. *Grid-intertie Solar Energy System*: A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.

8. *Ground-Mount*: A solar energy system mounted on a rack or pole that rests or is attached to the ground. Ground-mount systems can be either accessory or principal uses.
9. *Maximum height*: Solar panel arrays shall be no more than thirty (30') feet in height, not including power lines.
10. *Off-grid Solar Energy System*: A photovoltaic solar energy system in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility company.
11. *Operating Permit*: After the project is substantially completed, according to approval by the County's designee, an operating permit to produce and sell solar generated power must be issued prior to operation. (See EXAMPLE in Appendix C.)
12. *Passive Solar Energy System*: A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.
13. *Photovoltaic System*: An active solar energy system that converts solar energy directly into electricity.
14. *Renewable Energy Easement, Solar Energy Easement*: An easement that limits the height or location, of both, of permissible development on the burdened land in terms of a structure or vegetation, or both, for the purpose of providing access for the benefited land to sunlight passing over the burdened land.
15. *Renewable Energy System*: A solar energy system. Renewable energy systems do not include passive systems that serve a dual function, such as a greenhouse or window.
16. *Set-back*: Minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the Solar Farm or Solar Garden is located. The setback set forth herein shall be measured from the exterior of the fencing and gates, which are required around the perimeter of all Solar Farms.
17. *Solar Access*: Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.
18. *Solar Farm*: A commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar thermal devices (CST), or other conversion technology, for the primary purpose of wholesale sales of generated electricity. A Solar Farm is the principal land use for the parcel on which it is located.
19. *Solar Garden*: A commercial solar-electric (photovoltaic) array, of no more than five (5) acres in size, that provides retail electric power (or a financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system. A county Solar Garden may be either an accessory use, when a part of an existing or a proposed subdivision, or a special use if it is a stand-alone garden.
20. *Solar Resource*: A view of the sun from a specific point on a lot or building that is not obscured by any vegetation, building, or object for a minimum of four (4) hours between the hours of 9:00 AM and 3 :00 PM Standard time on all days of the year.
21. *Solar Collector*: A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.
22. *Solar Collector SUI/ace*: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.
23. *Solar Daylighting*: A device specifically designed to capture and redirect the visible portion of the solar spectrum, while controlling the infrared portion, for use in illuminating interior building spaces in lieu of artificial lighting.

24. *Solar Energy*: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
25. *Solar Energy System*: A device, array of devices, or structural design feature, the purpose of which is to provide for generation of electricity, the collection, storage and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.
26. *Solar Heat Exchanger*: A component of a solar energy device that is used to transfer heat from one substance to another, either liquid or gas.
27. *Solar Hot Air System*: An active solar energy system (also referred to as Solar Air Heat or Solar Furnace) that includes a solar collector to provide direct supplemental space heating by heating and re-circulating conditioned building air. The most efficient performance typically uses a vertically mounted collector on a south-facing wall.
28. *Solar Hot Water System*: A system (also referred to as Solar Thermal) that includes a solar collector and a heat exchanger that heats or preheats water for building heating systems or other hot water needs, including residential domestic hot water and hot water for commercial processes.
29. *Solar Mounting Devices*: Racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.
30. *Solar Storage Unit*: A component of a solar energy device that is used to store solar generated electricity or heat for later use.

#### **D. PERMITTING.**

1. No Solar Farm or Solar Garden subject to this Ordinance shall be erected, built, or constructed without a Solar Farm or Solar Garden Development Permit having been issued by the Montgomery County Board.
2. The County Board shall not approve any permit until a public hearing is held within 45 days of the application. Notice of the hearing shall be published, by the Montgomery County Clerk's Office, in a newspaper of general circulation in Montgomery County at least once a week for two (2) successive calendar weeks prior to the hearing. The initial notice shall be published the first time not less than ten (10) days or more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the date of publication is not to be included, but the day of the hearing shall be included.
3. A Solar Farm or Solar Garden development in the un-incorporated areas of Montgomery County shall be required to obtain permits and provides fees as applicable to Montgomery County.
4. The County Board may provide for a final site inspection before the facility is authorized to become operational.
5. An emergency contact name and phone number must be posted at the point of access on all solar developments.
6. The permit holder will allow the County, or its Authorized Agent, access to the property within 30 days of an inspection request by the County. In the event of an emergency, the County, or its Authorized Agent, has the right to access the premises.
7. The County will schedule yearly inspections with the developer. The County Board Chair, or Authorized Agent, will perform the inspection at no cost to the developer.
8. The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their authorized agents.
9. Application(s) for Solar Farm or Solar Garden Development Permits shall be accompanied by:
  - a. plans for the Solar Farm or Solar Garden in duplicate drawn to scale,
    - i. showing the actual dimensions and shape of the parcel or parcels of land upon which the Solar Farm or Solar Garden is to be erected, built or constructed,

- ii. the size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land,
  - iii. the location and dimensions of the proposed Solar Farm or Solar Garden,
  - iv. the fencing and gates required to be around the exterior perimeter of the same,
  - v. the storm water pollution and prevention plan,
  - vi. the decommissioning plan,
- b. An Ecological Compliance Assessment Tool (EcoCAT) Sign off.
10. Application shall comply with the standards established by this Ordinance.
  11. All copies of the plan must be submitted, signed and sealed by a professional engineer, licensed in the State of Illinois.
  12. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.
  13. The Montgomery County Assessor's Office shall maintain a record of all Solar Farm or Solar Garden Development Permits and copies shall be furnished upon request to any interested person.
  14. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a Solar Farm or Solar Garden Development Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
  15. The failure to obtain any required Solar Farm or Solar Garden Development Permit shall be a Violation of this Ordinance. Furthermore, Solar Farm or Solar Garden Development Permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

#### **E. COMPLIANCE**

1. Approved Solar Components: Electric solar energy system components must have a UL listing or approved equivalent and solar hot water systems must have an SRCC rating.
2. Compliance with Building Code: All active solar energy systems shall meet approval of county building code officials, consistent with the International Building Code; and solar thermal systems shall comply with HV AC-related requirements of the Energy Code. Any county building codes in existence at the time of application will apply and take precedence where applicable.
3. Compliance with State Electric Code: All photovoltaic systems shall comply with the National Electric Code.
4. Compliance with State Plumbing Code: Solar thermal systems shall comply with applicable Illinois State Plumbing Code requirements.
5. Compliance with State Energy Code: All photovoltaic systems and Solar thermal systems shall comply with the Illinois State Energy Code.
6. Compliance with State Drainage Laws: All Solar Energy Systems shall comply with applicable State Drainage Laws.
7. Utility Notification: All grid-intertie solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.
8. Agricultural Protection: Solar Farms must comply with the Agricultural Impact Mitigation Act (ALMA) statute (505 ILCS 147).

9. Endangered Species and Wetlands: Solar Farm developer(s) shall be required to initiate a natural resource review consultation with the IDNR (Illinois Department of Natural Resources) through the department's online, EcoCAT (Ecological Compliance Assessment Tool) program. Areas reviewed through this process will be reviewed for endangered species and wetlands. The cost of the EcoCAT consultation will be borne by the developer(s)
10. Storm water and NPDES (National Pollutant Discharge Elimination System): Solar farms are subject to the State of Illinois Storm Water Management regulations, erosion and sediment control provisions if adopted and NPDES permit requirements

## F. PRINCIPLE USES

1. Solar Gardens: Montgomery County permits the development of unincorporated county Solar Gardens, subject to the following standards and requirements:
  - a. Gardens Permitted. Community systems are permitted in all unincorporated districts where buildings are permitted.
  - b. Ground-Mount Gardens Special Use. Ground-mount community solar energy systems must be less than five (5) acres in total size. Ground-mount solar developments covering more than five (5) acres shall be considered solar farms.
  - c. Interconnection. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
  - d. Dimensional Standards:
    - i. All Solar Garden related structures in newly platted subdivisions must comply with setback, height, and coverage limitations for the subdivision in which the system is located. The setback from property lines will be ten (10) feet minimum unless otherwise specified in the subdivision ordinance.
    - ii. All Solar Garden related structures in existing platted subdivisions must comply with setback, height, and coverage limitations for the district in which the system is located.
  - e. Aviation Protection. For Solar Gardens located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.
  - f. Glare: All solar energy systems shall minimize glare from affecting adjacent or near properties. Measures to minimize glare include selective placement of the system, screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.
  - g. Other Standards. Ground-mount systems must comply with all required standards for structures in which the system is located. All Solar Gardens shall also be in compliance with all applicable local, state and federal regulatory codes, including the International Building Code, as amended; and the National Electric Code, as amended. Health Department requirements for wells and septic systems must be met.
2. Solar Farms: Ground-mount solar energy, designed for providing energy to off-site uses or export to the wholesale market, are permitted under the following standards:
  - a. Ground Cover and Buffer Areas. Ground-mount systems shall be maintained. Top soils shall not be removed during development, unless part of a remediation effort. Soils shall be planted to and maintained in perennial vegetation to prevent erosion, manage run off and build soil, subject to the Illinois Noxious Weed Law (505 ILCS 100). Due to potential county liability under the Illinois Endangered Species Protection Act (520 ILCS IO/II(b))

it is required that any crops planted be in compliance with all federal and state laws protecting endangered species. This will also include pollinators such as bees. Foundations, gravel or compacted soils are considered impervious. Ground-mount systems shall be exempt from impervious surface calculations if the soil under the collector is not compacted and maintained in vegetation, including any access or service roads. A managed vegetative buffer shall be present and maintained at all times around the perimeter of the exterior of the fencing and gate(s) which are required around the perimeter of all Solar Farm(s) and the setback area.

- b. Foundations. A qualified engineer shall certify that the foundation and design of the solar panels racking and support is within accepted professional standards, given local soil and climate conditions.
- c. Other Standards and Codes. All solar farms shall be in compliance with all applicable local, state and federal regulatory codes, including the International Building Code, as amended; and the National Electric Code, as amended.
- d. Power and Communication Lines. Power and communication lines running between banks of solar panels and to nearby electric substations or interconnections with buildings shall be buried underground according to the National Electric Code. Exemptions may be granted by Montgomery County in instances where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines, or distance makes undergrounding infeasible, at the discretion of the County Board or designated representative.
- e. Site Plan Required. A detailed site plan for both existing and proposed conditions must be submitted, showing location of all solar arrays, other structures, property lines, rights-of-way, service roads, floodplains, wetlands and other protected natural resources, topography, electric equipment, and all other characteristics requested by Montgomery County.
- f. Setbacks. Projects including multiple, adjoining properties as part of the project plan, need not adhere to this setback at point of connection between the adjoining properties. Solar panels will be kept at least one hundred and fifty (150') feet from a residence. Owners may sign a waiver stating they have agreed to allow the land owner and developer to set closer setbacks than this section. This waiver must specifically state terms of the agreement and the County must receive a certified copy from the residence owner.
  - i. Every Solar Farm shall be setback at least fifty (50') feet from all property lines of the parcel land upon which the Solar Farm is located or to be located.
  - ii. Every Solar Farm shall be setback at least fifty (50') feet from the right-of-way of any public road.
  - iii. Every Solar Farm shall be setback at least one hundred and fifty (150') from the nearest point of the outside wall of any occupied community building or dwelling
  - iv. All setbacks set forth herein shall be measured from the exterior of the fencing and gates which are required around the perimeter of all Solar Farms.
- g. Aviation Protection. For solar farms located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.
- h. Glare: All solar energy systems shall minimize glare from affecting adjacent or nearby properties. Measures to minimize glare include selective placement of the system,

screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.

- i. Safety Fencing.
  - i. All Solar Farms shall be fenced around the exterior of the Solar Farm with a fence at least six (6') feet in height but less than twenty-five (25') feet.
  - ii. All fencing shall be constructed so as to substantially lessen the likelihood of entry into a Solar Farm by unauthorized individuals.
  - iii. The fencing shall be maintained in serviceable condition. Failure to maintain the fencing required hereunder shall constitute a violation of this ordinance.
  - iv. The fencing requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until the solar farm is properly decommissioned.
- j. Gates and Locks.
  - i. All gates to the fences of all Solar Farms shall be at least six (6') feet in height.
  - ii. All gates to the fences of all Solar Farms shall be equipped with locks and shall be remained locked at all times except for those times when the owner and/or operator, or their respective agents is/are using the gate for ingress and/or egress and is/are otherwise present and monitoring the Solar Farm.
  - iii. All gates to the fences of all Solar Farms shall be constructed so as to substantially lessen the likelihood of entry into a Solar Farm by unauthorized individuals.
  - iv. The gates required hereunder shall be maintained in serviceable condition. Failure to maintain the gates required hereunder shall constitute a violation of this ordinance.
  - v. The gate and lock requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until such Solar Farm is properly decommissioned.

**G. DECOMMISSIONING**

- 1. Decommissioning applies to both Solar Farms and Solar Gardens.
- 2. The Solar Farm or Solar Garden developer or property owner shall include a decommissioning plan consistent with those included in the Department of Agriculture's standard wind farm agricultural impact mitigation agreement, template 81818, or standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by those agricultural impact mitigation agreements, minus the salvage value of the project.

**H. LEGAL PROVISION.**

- 1. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.
- 2. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction of this ordinance, thereafter proceeds with development of a solar farm or solar garden prior to being approved under the terms of this ordinance shall be fined. Further, violators of this ordinance shall be subject to fine of \$1 ,000 for the first violation and \$500 for each additional month the violation is not corrected. The County Coordinating office will be notified of any violations and the County Chair will enforce penalties.



- 3. After the effective date of this ordinance, no proposed Solar Farm or Solar Garden, as defined in this ordinance and within Montgomery County's jurisdiction, shall proceed with construction until it has been submitted to and approved by the Montgomery County Board and/or Designee in accordance with the provisions of this Ordinance.

Appendix A: Solar Application – Pages 9 to 15

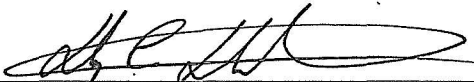
Appendix B: Construction Permit – Page 16

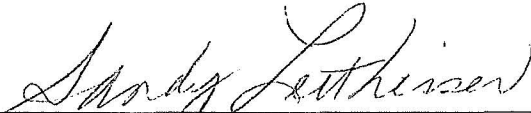
Appendix C: Operating Permit -

**NOW, THEREFORE BE IT ORDAINED** that the Montgomery County Board hereby adopts said Solar Farm or Solar Garden Ordinance.

**BE IT FURTHER ORDAINED** that the effective date is immediately upon adoption.

Passed and Adopted, this 13<sup>th</sup> day of June, A.D. 2023, by the County Board of Montgomery County.

  
\_\_\_\_\_  
Doug Donaldson, Chairman

Attest:   
\_\_\_\_\_  
Sandy Leitheiser, County Clerk

Montgomery County, State of Illinois  
#1 Courthouse Square, Hillsboro, IL 62049  
217-532-9530  
<http://montgomeryco.com/>

**APPENDIX A**

**PETITION / APPLICATION / REQUEST FOR A Solar Farm or Solar Garden Construction Permit. (Revised and effective 6-13-2023)**

It is the responsibility of petitioners or requesters of actions placed before the Montgomery County Board to provide specific information and supporting data regarding proposed actions/projects in sufficient detail that will allow a decision to be made or a final course of action chosen. The Board shall not accept a petition or request as properly filed that is not sufficiently detailed, is missing information required by Ordinance, or does not provide sufficient sealed and signed professional studies, reports, and construction documents to support the request or petition based on the reasoned judgment of the Board. The Board is not responsible to make corrections or revise requests/petitions. Incomplete Applications will be returned.

Certain requests, such as a petition / application for a Solar Farm or Solar Garden Construction Permit requires, the Board to conduct a Public Hearing on the matter. No Hearings will be scheduled until such time that petitions/requests have been "Accepted as Properly Filed" by the Board. Similarly, Petitions/Requests shall not be placed on a Board meeting agenda until such time that the petition/request has been "Accepted as Properly Filed" by the Board.

The Date on which the Petition / Application / Request is "Accepted as Properly Filed" constitutes the Legal Beginning Date of any such Construction for all purposes of defining whether a project has been initiated or was in progress in Montgomery County, Illinois.

This petition/application/request for a Solar Farm or Solar Garden Construction Permit shall be completed in its entirety and submitted to the Montgomery County Board, #1 Courthouse Square, Hillsboro, IL, 62049. Once the petition / application for a Solar Farm or Solar Garden Construction Permit is Accepted as Properly Filed by the Board. The application for a Solar Garden or Solar Farm will be reviewed by an independent engineer, appointed by the County at the Petitioners expense, to determine the impact of the use on public utilities, traffic volume and circulation, impact on near-by properties, compliance with Ordinances and laws, and other lawful factors as may be determined reasonable by the Board based on the individual Petition/Application. The Board, following a Public Hearing, prepares its Findings of Facts and may then take action regarding issuance of a Construction Permit.

**Notice of the Public Hearing.**

The County Board shall hold a Public hearing within sixty (60) days of receiving reviewed information from the independent engineer. At the hearing, any interested party may appear and testify, either in person or by duly authorized agent or attorney. Notice indicating the time, date, place, and the nature of the proposed Solar Farm or Solar Garden Construction Application, shall be given, according to Para. D2. of the Ordinance, before the hearing by:

1. First class mail to the applicant, and to all parties whose property would be directly affected by the proposed use; and
2. Publication in a newspaper of general circulation within this County; and
3. Publication on a state-wide web site.

The Petitioner / Applicant / Requestor is responsible to mail the notices to the last known property tax bill address by PIN number, and submit a Post Office certificate of mailing record to the County but only after receiving the approved text of the Notice from the County. This is at the Petitioner's /Applicant's / Requestor's sole expense.

Properly completed Applications for a Solar Farm or Solar Garden Construction, complete with supporting documentation, are to be submitted to the County Board with sufficient lead time for review based on the complexity of the individual request.

All petitioners, or their representative, must attend the County Board meeting(s) considering their request. If there is no representation the application may be removed from the agenda and rescheduled.

The Montgomery County Board shall make a decision within sixty (60) days of the Public Hearing.

If you have any questions, please contact the Montgomery County Coordinating office at 217-532-9577.

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

Date first Received by the Office of The Montgomery County Board: \_\_\_\_\_

Date(s) County Board Date Returned application for more information (if applicable):  
\_\_\_\_\_

Date County Board requested revisions were received (if applicable): \_\_\_\_\_

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee of \$2,500.00      Date paid: \_\_\_\_\_      Check number: \_\_\_\_\_

Date County acceptance letter is sent to Petitioner: \_\_\_\_\_

Date of required Public Hearing Notice sent to Petitioner: \_\_\_\_\_

Date(s) published and where published:  
\_\_\_\_\_  
\_\_\_\_\_

Date notices sent: \_\_\_\_\_      Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_  
\_\_\_\_\_

**APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):**

Applicant/Petitioner information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address for all official correspondence unless a Legal Representative is designated in which case all correspondence and contact will be made with that Legal Representative:

\_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Legal Representative (*licensed to practice law in the State of IL*) of Applicant (*if any*)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Contact Person (*if different from Applicant*), to whom all phone calls, requests for information, clarifications, and coordinator for all actions regarding this Petition, who has the authority to act on behalf of the Petitioner in regard to this Petition/Application/Request. *This does not apply if a Legal Representative has been designated in which case all contact will be made through that Legal Representative.*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPERTY INFORMATION:**

*Note: If additional space is needed, please attach additional sheets to the application and reference attachment description in application.*

- 1. Location of the proposed use or structure, and its relationship to existing adjacent uses or structures:

\_\_\_\_\_  
\_\_\_\_\_

- 2. Legal Description and Acreage: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. Area and dimensions of the site for the proposed structure(s) or uses.

\_\_\_\_\_  
\_\_\_\_\_

- 4. Present Use of property:

\_\_\_\_\_  
\_\_\_\_\_

5. Present Land Classification: \_\_\_\_\_

6. Proposed Land Use Activity / Nature of the Proposed Use, including type of activity, manner of operation, number of occupants or employees, and similar matters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Height, setbacks, and property lines of the proposed uses and/or structure(s).

\_\_\_\_\_  
\_\_\_\_\_

8. Location and number of proposed parking/loading spaces by type of vehicles, to include Weight Classifications and size of access drives/ways. \_\_\_\_\_

\_\_\_\_\_

9. Existing and proposed screening, lighting (including intensity) landscaping, erosion control, and drainage) features on the site, including the parking areas.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Disclosure of any potential environmental issues and methods for dealing with them.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Disclosure of any activities requiring outside agency permits and the names, addresses, and phone numbers of the agency points of contact and how those requirements are being met.

\_\_\_\_\_  
\_\_\_\_\_

12. Indicate the suitability of the property in question for Construction:

\_\_\_\_\_  
\_\_\_\_\_

13. ADJACENT LAND USE:

- A. North: \_\_\_\_\_
- B. South: \_\_\_\_\_
- C. East: \_\_\_\_\_
- D. West: \_\_\_\_\_

15. Should this Use be valid only for a specific time period? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, what length of time? \_\_\_\_\_

16. Does the proposed Permit meet the following standards? Yes \_\_\_\_\_ No \_\_\_\_\_ (If not, attach a separate sheet explaining why.)

- A. Will the proposed design, location and manner of operation of the proposed Solar Garden or Solar Farm adequately protect the public health, safety and welfare, and the physical environment? \_\_\_\_\_  
\_\_\_\_\_
- B. Will the proposed Solar Garden or Solar Farm have a negative impact on the value of neighboring property?  
\_\_\_\_\_  
\_\_\_\_\_
- C. Will the proposed Solar Garden or Solar Farm have a negative impact on public utilities and on traffic circulation?  
\_\_\_\_\_  
\_\_\_\_\_
- D. Will the proposed Solar Garden or Solar Farm have an impact on the facilities near the proposed Solar Garden or Solar Farm, such as schools or hospitals or airports that require special protection?  
\_\_\_\_\_

**ATTACHMENTS REQUIRED:**

1. At the time the application is filed, a non-refundable fee is to be paid by the applicant. The application fee for a Solar Garden is \$2,500.00 and the application fee for a Solar Farm Permit is \$2,500.00.
2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.

- 3. An area map and site plan from a certified Illinois licensed Engineer.
- 4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within two-hundred feet and fifty (250') of the property.
- 5. A Decommissioning plan including:
  - A. Process details and cost estimate of decommission.
  - B. Anticipated life expectancy of the Solar Farm.
  - C. Method of insuring funds will be available for decommissioning and restoration of the project site to its original, natural condition prior to the solar farm construction.
    - 1. This includes a proposed schedule of payments to be deposited into an escrow account, on a minimum of a yearly basis, held by Montgomery County as assurance for available decommissioning funds.
  - D. The cost estimate of decommissioning will be reviewed every five (5) years, by the County's chosen Independent Engineer, and revised if necessary, at the Developers expense. The review and revised plan shall be sent to the Montgomery County Coordinating Office for Board review. If necessary, provisions will be made to the escrow account balance for the decommissioning of the Solar Garden or Solar Farm.

**CERTIFICATION OF A SOLAR GARDEN OR SOLAR FARM  
PERMIT PETITION / APPLICATION / REQUEST**

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, do hereby permit officials and/or consultants of Montgomery County, to enter the property described herein to complete a thorough review of this application.

Address: \_\_\_\_\_

Parcel ID # \_\_\_\_\_

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Legal or other Representative's Printed/Typed Name (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2020

**STATEMENT OF CONFORMANCE:**

I/We, the undersigned, in making a Petition/ Application / Request to Montgomery County for approval of a Solar Farm or Solar Garden Construction Permit described in this application have reviewed the laws and regulations of Montgomery County to the extent that they are applicable to this proposal and understand that: I/We, the undersigned have no reasonable expectation of approval of this request until such time that a Solar Farm or Solar Garden Construction Permit is actually issued by the Montgomery County and have been so notified of issuance in writing. I/We hereby acknowledge, attest to, and accept the following as conditions of obtaining a Solar Farm or Solar Garden Construction Permit in Montgomery County, Illinois.

- **NO** building, construction, alteration, or use may be started prior to the issuance of a Solar Farm or Solar Garden Construction Permit.
- **All** building construction and all site construction must conform to the plans and specifications approved by the Montgomery County Board. No deviation from or revision to an approved plan may take place without the prior written approval of the Montgomery County Board.
- Any Permit, once issued, is non-transferrable to any other legal entity without the express prior written approval of the Montgomery County Board.
- That **ALL** actions associated with this Permit process shall be taken, processed, and interpreted under the Laws of the State of Illinois and Montgomery County and any legal remedies sought by any party in connection with this Solar Farm or Solar Garden Construction Permit shall be brought forth in the Courts of Montgomery County, Illinois for adjudication.
- That if the applicant is an Agent representing the actual owners of multiple properties, or is a lessor, that the Agent has in their possession signed documentation that the actual property owners are aware of their legal responsibilities to be personally liable for the costs associated with Decommissioning if said lessor or Agent fails for any reason to meet this requirement of the Solar Farm or Solar Garden Construction Permit.

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Legal Representative Printed/Typed Name Signature and Date *(If applicable)*:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** It is the responsibility of the Applicant to notify the Montgomery County Coordinating Office at each stage of work completed once the Permit is issued.

Email: [cbadmins@montgomerycountyil.gov](mailto:cbadmins@montgomerycountyil.gov) Phone: 217-532-9577

Address: Montgomery County Coordinator  
#1 Courthouse Square – Room 202  
Hillsboro, IL 62049



20041

# Notification of Solar Garden or Farm Construction Permit – Montgomery County, Illinois

## APPENDIX B

All persons shall be required to post notice, on site, of a Solar Garden or Farm construction in unincorporated areas of Montgomery County. Failure to file a Notification of Solar Garden or Farm Construction Permit prior to starting construction shall constitute an offense punishable by fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense.

### Step 1 - Supervisor of Assessments Office of Building Construction/Improvement

Phone: 217-532-9595 / Sup of Assessments #1 Courthouse Square 3rd floor, Hillsboro, IL 62049

**Check One:**

- Solar Garden       Solar Farm

Company Name of Applicant/Petitioner: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Property No.: \_\_\_\_\_ Notification No.: \_\_\_\_\_

Name of Property Owner(s): \_\_\_\_\_

Current Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property owner Phone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Cost Estimate: \$ \_\_\_\_\_

**Legal Description**

Township Name: \_\_\_\_\_ Sec: \_\_\_\_\_ Twp: \_\_\_\_\_ Range: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lot/Land Size: \_\_\_\_\_ Tax Group Code No: \_\_\_\_\_

**This acknowledgement satisfies the Montgomery County Notification Process.  
All other city, township, subdivision and state ordinances must be followed!**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Step 2 - Highway Dept. Engineer to obtain Flood Plains & Subdivision Approval

Phone: 217-532-6109 / Mont. Co. Highway Engineer, 1215 Seymour Av, Hillsboro, IL 62049

Is the proposed development within or near the approximate floodplain as shown on FEMA Flood Hazard Boundary Maps?     Yes     No     N/A

- If **yes**, the developer must obtain a Development Permit from the Montgomery County Highway Engineer prior to starting any construction.
  - o Has a development permit been approved?     Yes     No     N/A

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Step 3 - New 911 address

Phone: 217-532-9563 / Mont. Co. 911 Coordinator, 140 N. Main St., Hillsboro, IL 62049

Your new locatable 911 address is: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Emergency Response Agencies: \_\_\_\_\_

Ambulance Agency: \_\_\_\_\_ Police Agency: \_\_\_\_\_ Fire Agency: \_\_\_\_\_

Is a paid Fire Contract required to have this fire department respond?     Yes     No

Contact Phone Number for Fire Protection Contract: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon completing construction of the facility, the Applicant/Petitioner must inform the Assessor's office and request an Operating Permit, prior to any production or sale of solar generated power. (APPENDIX C)**

20042

# Solar Garden or Solar Farm Operating Permit Montgomery County, Illinois

## APPENDIX C

Upon completing construction of the facility, the Applicant/Petitioner must inform the Assessor's office and request an Operating Permit, prior to any production or sale of solar generated power. (APPENDIX C)

All developers in unincorporated areas of Montgomery County shall be required to post an on-site, laminated, Solar Garden or Solar Farm Operating Permit at the front entrance of the construction area, visible to County employees. Failure to file a Solar Garden or Farm Operating Permit, prior to production or sale of generated solar power, shall constitute an offense punishable by a fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense, **TO BE ENFORCED BY THE COUNTY BOARD CHAIR.**

Date: \_\_\_\_\_  Approved  Disapproved

Operating Permit No. \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE

### Property Information:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Legal Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name:

Project Name:

\_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Land Owner Name(s) if different from Company Name:

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Conditions of Permit:

In applying for and obtaining a Solar Garden or Solar Farm Operating Permit from the Montgomery County Assessor's Office, the Applicant agrees to comply with the laws, rules and regulations set forth by the State of Illinois and the Montgomery County Solar Energy Farm and Solar Garden Installations Ordinance. The permit is subject to revocation for failure to comply with laws, rules, regulations and fines.

20043

MONTGOMERY COUNTY ORDINANCE # 2023-24  
REGULATING THE SITING OF  
WIND ENERGY CONVERSION SYSTEMS

Drafted by: Montgomery County Planning Commission  
Adopted by: Montgomery County Board - June 9, 2009  
First Revision: November 10, 2020  
Second Revision: JULY 2021  
**Third Revision: June 16<sup>th</sup>, 2023**

## I. INTRODUCTION

### A. Title

This Ordinance shall amend the original Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems dated June 9, 2009 and be known, cited and referred to as the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems.

- B. Purpose The purpose of this ordinance is to facilitate the construction, installation, operation, and decommission of Wind Energy Conversion Systems (WECS) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources. This ordinance shall not apply to personal or business wind energy development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health, or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state, or federal law.

## II. DEFINITIONS

- A. "Applicant" means the entity or person who submits to the County, pursuant to Section VI of this Ordinance, an application for the siting of any wind energy conversion system (WECS) or Substation.
- B. "Application" means the request for the Wind Energy Conversion System (WECS) permit must be submitted on the application form maintained by the County. Application may be modified from time to time by the County in order to provide sufficient information for permitting decisions to be made.
- C. "Authorized Agent" means personnel authorized by the Montgomery County Board Chairman.
- D. "Capability" means the ability, knowledge, experience, resources and financial viability to complete the project.
- E. "Decommissioning" means to return the property or site back to its pre-installation state or better as approved in the decommissioning plan.
- F. "Deconstruction" means breaking an object down or disassembling a large object into smaller parts.
- G. "Distance" Measured as feet on a level plane.

- H. "Financial Assurance" means reasonable assurance from a credit worthy party or parties satisfactory to the County that any and all damages due to construction, operation, maintenance, and decommission/deconstruction caused by the wind energy project will be repaired and that the project will be decommissioned/deconstructed. Examples of such include a performance bond, surety bond, trust instrument, cash, escrow, and/or irrevocable letter of credit.
- I. "Hearing Facilitator" means the county may unilaterally engage the services of a hearing facilitator not affiliated with any pro wind or anti wind group to preside over any required hearings resulting from the siting approval application.

*Process: The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and county but with no adjudicatory responsibility other than ruling on request for continuances, procedural matter, admissibility of evidence and the propriety of any arguments. Upon conclusion of the evidence and final arguments, the County Board Coordinating Committee with outside professional advice as required will prepare and submit "findings of fact" and a final recommendations to the county board. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois, jointly selected by the state's attorney (or his designee) and the Montgomery County Economic Development chairperson and appointed by the chairman of the county board with the consent of the county board. The applicant shall reimburse the county for the fees and costs charged by the facilitator.*

- J. "L.A." refers to "Local Authority". Local Authority is the representative of the applicable government body.
- K. "Licensed Illinois Professional Engineer" means a qualified individual who is licensed as a professional engineer in the State of Illinois.
- L. "Licensed Illinois Structural Engineer" means a qualified individual who is licensed as a structural engineer in the State of Illinois.
- M. "Like-kind replacement" means a WECS tower which meets or exceeds the standards and specifications of the tower being replaced and complies with the applicable terms and conditions of this ordinance.
- N. "Maximum height" means the maximum height allowed under a Determination of No Hazard to Air Navigation by the FAA under 14 CFR Part 77
- O. "MET" means a measurement tower, or met mast as a free standing tower, or a removable mast, which carries measuring instruments with meteorological instruments such as thermometers and instruments to measure wind speed.
- P. "Nonfunctioning wind turbine" means a wind turbine or component that is not able to generate electricity for six continuous months
- Q. "Operating Permit" means a permit that must be issued after the project is substantially complete, according to approval by the County's designee, to produce and sell wind generated power.
- R; "Operator" means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- S. "Owner" means the entity or entities with an equity interest in the WECS(s), including their respective successors and assignees or an entity that becomes an owner through foreclosure. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.

- T. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. The term "primary structure" includes structures such as residences, commercial buildings, hospitals, churches, day care facilities, schools, and agricultural buildings/structures.
- U. "Rotor Diameter" means the diameter of the circle created by rotating turbine blade tips.
- V. "Set-Back" means the minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the WECS tower and/or substation is located. The setback set forth herein shall be measured from the exterior of the foundation of the WECS tower.
- W. "Shadow Flicker" means the phenomena that occurs when rotating wind turbine blades cast moving shadows upon stationary objects.
- X. "WECS (Wind Energy Conversion System) CONSTRUCTION Permit" means the formal approval of the application by the County Board or its designee.
- Y. "Substation" means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
- Z. "Wind Energy Conversion System" ("WECS") means all necessary devices that together convert wind energy into electricity, including the rotor, blades, nacelle, generator, WECS Tower, electrical components, WECS foundation, oils, fluids, transformer, and electrical cabling from the WECS Tower to the Substations.
- AA. "WECS Project" means the collection of WECS and Substations as specified in the structural improvement application.
- BB. "WECS Tower" means the support structure to which the nacelle and rotor are attached
- CC. All other words have the meanings attributed to them in Public Act 102-1123

### III. APPLICABILITY

This Ordinance governs the siting of WECS(s) and Substations that generate electricity to be sold to wholesale or retail markets, except that owners of WECS(s) with an aggregate generating capacity of 3MW or less who locate the WECS(s) on their own property as an end user are not subject to this Ordinance.

### IV. PROHIBITION

No WECS or substation governed by Section III of this Ordinance shall be transported, constructed, erected, installed, located or operated within Montgomery County, unless:

WECS Construction Permit Application Approval has been granted by the County Board or its designee and WECS Construction Permit has been issued by the Montgomery County Assessor's Office; Road Upgrade and Maintenance Agreements have been entered into for each applicable governmental agency; a WECS Construction Permit has been obtained for each individual WECS tower and Substation pursuant to this Ordinance; applicant has provided the County with notification of MET towers being placed.

### V. Permitting and Hearings

The County Board or their authorized agent shall not approve any permit until a public hearing is held. A public hearing will only be held within 45 days of when a properly submitted and completed application is accepted by the County. Notice of the hearing shall be published by the Montgomery County Clerk's Office on the Montgomery County website as well as in a newspaper of general

circulation in Montgomery County at least once a week for two (2) successive calendar weeks prior to the hearing. The initial notice shall be published the first time not less than ten (10) days or more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the day of publication is not to be included, but the day of the hearing shall be included. A WECS project or any WECS project component development in the un-incorporated areas of Montgomery County shall be required to obtain permits and provide fees as applicable to Montgomery County. The County Board or its authorized agent may request final site inspection(s) before the operating permit is issued. An emergency contact name and phone number must be posted at the point of access on all WECS project developments. The County will schedule inspections with the operator at the Chairman of the County Board's discretion. The cost of such inspection will be borne by the operator. The permit holder will allow the County or its Authorized Agent access to the property within 30 days of an inspection request by the County. In the event of an emergency, the County or its Authorized Agent has the right to access the premises. . The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their Authorized Agents,

## **VI. WECS CONSTRUCTION PERMIT APPLICATION**

- A. The Applicant must submit an application to the County Economic Development Committee for review and recommendation to County Board. Approval or Denial of application will be made by the full County Board.
- B. The Application shall contain or be accompanied by the following information:
  - a. A WECS Project Summary, including, to the extent available: (1) a general description of the project; the potential equipment manufacturers, types of WECS(s), number of WECS(s), and name plate generating capacity of each WECS; the maximum height of the WECS Towers and maximum diameter of the WECS(s) rotors; the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structure;
  - b. The names, addresses, and phone numbers of the applicant(s), owner(s) and operator(s), and all property owners who have signed a lease agreement; and information as to whether the petitioner or applicant is acting for himself or herself or as an agent, alter ego, or representative of a principal and the name and address of the principal; whether the petitioner or applicant is a corporation and of all stockholders or shareholders owning any interest in excess of 20 percent of all of the outstanding stock or shares of the corporation; whether the petitioner or applicant, or his or her principal, is a business or entity doing business under an assumed name, and if so, the name and residence of all actual owners of the business or entity; whether petitioner or applicant, or his or her principal, is a partnership, joint venture, syndicate, or an unincorporated voluntary association, and if so, the names and addresses of all partners or member of the partnership, joint venture, syndicate, or unincorporated voluntary association.
  - c. A site plan for the installation of WECS(s) showing the planned location of each WECS tower, guy lines and anchor bases, primary structures, property lines (including identification of adjoining properties), setback lines, public and private access roads and turnout locations, substations, electrical cabling from the WECS tower to the substations,

ancillary equipment, third party transmission lines, any above or below ground transmission lines related to the project, operations and maintenance building(s), layout of all structures within the geographical boundaries of any applicable setback, and the location of any construction staging areas including concrete batch plants. The size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land shall be included.

- d. Individual inventory designations for each separate WECS and Substation for reference in WECS Construction Permits;
  - e. All required studies, reports, certifications, waivers and approvals demonstrating compliance with the provisions of this Ordinance.
  - f. An Ecological Compliance Assessment Tool (EcoCAT) compliance.
  - g. A decommissioning plan.
  - h. Any other information normally required by the County as part of its Siting Ordinance.
  - i. Sufficient documentation that the applicant, owner, company and parent company/companies have the capability to complete the WECS project as proposed.
  - j. Financial Assurance in the form of an irrevocable letter of credit to assure the construction, installation and completion of the project or improvements. Such Financial Assurance (Irrevocable Letter of Credit) shall be provided by the Applicant prior to approval to the full County Board and shall be in such amount as is determined to be 110% of the estimated WECS Project cost.
- C. Upon submittal of an application for a WECS, the Applicant shall submit a certified check to Montgomery County in the amount of \$50,000. This amount shall be placed in a guaranteed money market account that will be used to cover the County's cost incurred during the application review. Should the actual costs to the County exceed \$50,000, the Applicant shall be responsible for those costs and shall remit additional funds within 15 days of the notice from the County. Any amount remaining in the account after the County renders its decision and all bills and invoices have been paid shall be refunded to the applicant. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- D. If the application is determined by County staff, the County Economic Development Committee, or the County Board not to be complete in all pertinent aspects of the section of the Montgomery County Ordinance, the application shall be rejected and a new application will need to be filed.
- E. The Application shall comply with the standards established by this Ordinance.
- F. All copies of the proposed project Construction documents (plans and project manual) must be submitted, signed and sealed by a professional engineer licensed in the State of Illinois.
- G. The Applicant shall promptly notify the County Board of any changes to the information provided in their WECS project plans/application that occur while the application is pending. The Applicant shall not be allowed to materially change the application after the hearing process has started. Whether a change is a material change or not shall be determined by the County Board Coordinating Committee.
- H. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are
- I. to be submitted to the County Coordinating Office.

- J. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a WECS Construction Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
- K. Following application approval, the Applicant is eligible to apply for WECS Construction Permit.
- L. Actual on site construction must commence within one year of application approval by the County Board; if not completed or otherwise, permits will no longer be valid.
- M. The Montgomery County Assessor's Office shall maintain a record of all Wind Energy Conversion Systems (WECS) Construction Permits and copies shall be furnished upon request to any interested person.
- N. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
- O. The failure to obtain the required WECS Construction Permit shall be a Violation of this Ordinance. Further, WECS Construction permits shall be issued on the basis of applicatic approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

## VII. DESIGN AND INSTALLATION

### A. Design Safety Certification:

- a. WECS shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energy ("GL"), or an equivalent third party. For the avoidance of doubt, the provision of a design compliance certificate from anyone ANSI, UL, DNV, or GL shall be deemed to satisfy this requirement.
- b. Following the granting of application approval under this Ordinance, a Structur Engineer shall seal site specific design of the foundation and tower with local soil and subsurface conditions indicated on plans.
- c. To ensure that the subsurface conditions of the site will provide proper support for the WECS, the applicant at their expense, shall provide soil and geotechnical boring reports for each WECS Tower location to the independent engineer selected by the County Board for review and comment prior to the issuance of any WECS Construction Permit.

### B. Controls and Brakes

- a. WECS(s) shall be equipped with a redundant braking system. This includes both aerodynamic over speed controls (including variable pitch, tip, tilt and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over speed protection.

### C. Electrical Components



- a. All electrical components of the WECS shall conform to applicable local, state, and national codes and to relevant national and international standards (e.g. ANSI and International Electrical Commission). Utility lines connecting the towers, substations, etc., shall be placed underground where practical. All electrical wire and lines connecting WECS to another WECS or substation must be installed no less than 6 (six) feet deep. The owner/operator of the WECS Installation shall be a member of J.U.L.I.E and follow their rules and regulations. During the installation and before wires and lines are covered, there will be an inspection for compliance by an independent inspector chosen by the County and paid for by the Owner/Operator.

#### D. Color

- a. Towers and blades shall be painted white or gray or another non-reflective, unobtrusive color.

#### E. Compliance with the Federal Aviation Administration

- a. The Applicant for the WECS shall comply with all applicable Federal Aviation Administration (FAA) requirements.

#### F. Warnings

- a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad mounted transformers and Substations.
- b. An emergency sign listing the 911 address which conforms to the specifications of the County Ordinance. for size, color, and reflectivity shall be placed and maintained by the owner/operator at the entrance to each WECS access road from a public road. A sign or posting no more than four (4) square feet in area shall be placed and maintained in conjunction with, but in a subordinate position of, that same emergency sign and shall provide the tower number(s) and a toll-free telephone number, answered by a live operator twenty-four hours a day seven days per week, for emergency calls and informational inquiries. A non-emergency phone number for the operator shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints logged and reported to the Montgomery County Coordinator on a monthly basis. The recorded calls shall be maintained for at least 12 months. Current phone numbers shall be maintained. Local Agency response shall be reimbursed by the project owner(s).
- c. Upon completion of the construction of an approved WECS project, a reasonable visible sign to warn people to not approach a turbine while operating must be placed at the entrance of each access road,
- d. Warning signs identifying underground wire locations shall be placed at all road crossings, creek, waterway, and ditch crossings, and at the base of WECS Towers. All underground wire locations shall be GPS mapped and given to the L.A.
- e. The signs in subparagraphs above shall be made with letters and numbers at least three inches in height.

#### G. Climb Prevention

- a. All WECS Towers must be unclimbable by design or protected by anti-climbing devices such as:

- i. Fences with locking portals at least eight feet high; or
    - ii. Anti-climbing devices 12 feet vertically from the base of the WECS Tower.
  - b. The fencing/gates shall be maintained in serviceable condition. Failure to maintain the fencing/gating required hereunder shall constitute a violation of this Ordinance.
  - c. All gates to the fences of all WECS(s) towers, equipment, and any components shall be equipped with locks and shall remain locked at all times except for those times when the owner and/or operator or their respective agents is/are using the gate for ingress and/or egress or is/are otherwise present and monitoring the Wind Energy Conversion System and its equipment/components.
- H. Manufacturer recommendations supersede the above requirements.
- I. Lighting: A lighting plan for each WECS and WECS Substation shall be approved by the designated engineer. The WECS Project shall utilize minimal lighting. No tower lighting other than normal security lighting shall be permitted except as may be required by the FAA. Such plan must describe all lighting that will be used, including any lighting that may be required the FAA. Such a plan shall include but is not limited to the planned number and location of lights, light color and where any lights will be flashing. Strobe lights are discouraged; and if they are required by the FAA, they must be shielded from the ground. The lighting should be planned and developed in such a way as to minimize the visual impact of the structures. A consideration of synchronized lighting shall also be part of any lighting plan. This WECS substation lighting plan shall include plans as to how glare from these lights is being controlled
- J. Minimum Rotor or Wind Vane Clearance
- a. The lowest point of the arc created by rotating wind vanes or blades on a wind turbine generator shall be no less than 20 feet measured from the highest point of the terrain within one blade radius from the base of the tower.

## VIII. OPERATION

- A. An operating permit shall be obtained from the county prior to start of operation of the WECS.
- B. Maintenance
  - a. The Owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests. It is understood that nothing in this Section VIII (B)(a) shall be construed so as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with (i) its equipment supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS
  - b. To the extent that, under Section VIII (A) of this Ordinance, any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components so that such modification requires re-certification from the original third party certifying entity of the WECS (i.e. DNV, GL, UL, etc.), then the Owner or Operator of the WECS shall obtain such re-certification certificates. Like-kind replacements shall not require re-certification. Prior to making any physical modification

(other than a likekind replacement), the owner or operator shall confer with a relevant third-party certifying entity in accordance with this Ordinance to determine whether the physical modification requires re-certification.

- c. Any replacement of equipment that is not a like-kind replacement shall require an amendment to the WECS Construction Permit.
- d. The County Coordinating Office shall be advised in writing within ninety (90) days by the Wind Energy Conversion System (WECS) operator or property owners (whichever entity/party holds the development and building permits) in the event the project is sold or otherwise transferred to another entity/party and/or the current operator/owner abandons the project.

#### C. Interference

- a. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary and site plan (or various project summaries and site plans if the Applicant should seek approval of differently sized projects and/or projects constructed with differing wind turbine generators) to the extent that the above provider(s) demonstrate a likelihood of interference with its communications resulting from the WECS(s) and the United States Federal Communication Commission ("FCC") agrees with such demonstrated interference, then the Applicant shall take all measures prescribed by the FCC to mitigate or eliminate such anticipated interference in compliance with then-existing, FCC-promulgated regulations. If, after construction of the WECS, the Owner or Operator receives a written complaint from the FCC related to the above-mentioned, or any other type of interference with the regulated airwaves, the Owner or Operator shall take all steps required by the FCC to mitigate or eliminate such complaint: All interference issues must first be taken to the Owner or Operator for consideration before going to the FCC.
- b. Prior to construction of the WECS, the owner or operator shall conduct a study related to interference with local broadcast residential television and wireless internet services; if it is demonstrated a likelihood of interference may result from the WECS, then the applicant shall take measures to mitigate such anticipated interference.
- c. If, after construction of the WECS, the Owner or Operator receives a written complaint related to interference with local broadcast residential television, wireless internet services, or any other regulated airwave, the Owner or Operator shall take all steps required by the FCC to respond to the complaint, such as providing alternate service to each individual resident or property owner affected until such a time that alternate equivalent quality and cost for service is available to owner.

#### D. Coordination with Montgomery County Emergency Management Agency

- a. The Applicant, Owner or Operator shall submit to the local EMA a copy of the site plan. In addition to the site plan, a plan pertaining to the planning, response, recovery, and mitigation of any natural or manmade hazard that may affect the WECS development must be negotiated.

- b. Upon request by the local fire department or EMA, the Owner or Operator shall cooperate with the local fire departments/EMA to develop an emergency response plan. In addition, at no cost to the local fire departments, the Owner or Operator shall provide to the local fire departments/EMA any and all specialized and necessary rescue or retrieve equipment occasioned by the use of the particular wind turbine generators being used at the project (Le. gurney, body harnesses, etc.) In addition, the Owner or Operator shall have the responsibility to update--at no cost to the local fire departments/EMA--any such equipment in possession of the local fire departments/EMA as any updates are received by the Owner or Operator in the normal course of business.
- c. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

E. Materials Handling, Storage, and Disposal

- a. All solid and liquid wastes related to the construction, operation, and maintenance of the WECS shall be removed from the site promptly and disposed of in accordance with federal, state, and local laws.
- b. A list of all hazardous solids and/or liquids that may be used on site shall be provided. All hazardous materials both liquid and solid related to the construction, operation and maintenance of the WECS shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.
- c. Hazmat Directors shall be notified of the handling, storage, transportation, and disposal of any and all hazardous materials.

**IX. Set Backs Prohibitions and Requirements**

A. Setback Description	Setback Distance
Occupied Community	2.1 times the maximum blade tip Buildings height of the wind tower to the nearest point on the outside wall of the structure
Participating Residences	1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Nonparticipating Residences	2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Boundary Lines of Participating Properties	None
Boundary Lines of Nonparticipating Properties	1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property

Public Road Rights-of-Way	1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way
Overhead Communication and Electronic Transmission and Distribution Facilities (not including Overhead Utility Service Lines to individual houses or outbuildings)	1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of way containing the overhead line.
Overhead Utility Service Lines to Individual Houses or Outbuildings	None

Fish and Wildlife Areas 2.1 times the maximum blade and Illinois Nature Preserve Commission to the nearest point on the Protected Lands property line of the fish and wildlife area or protected land

- B. A wind tower of a commercial wind energy facility to be sited so that industry standard computer modeling indicates that any occupied community building or nonparticipating residence will not experience more than 30 hours per year of shadow flicker under planned operating conditions;
- C. Sound limitation: Sound s for wind towers in commercial wind energy facilities shall not exceed the sound limitations established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901, and 910.
- D. The facility owner shall provide as part of the permit process:
  - a. The results and recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable successor tool; and
  - b. The results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with (i) the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines" and (ii) any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.
  - c. The recommendations provided by the Illinois Department of Natural Resources in an EcoCAT natural resource review report under 17 Ill. Admin. Code Part 1075. And;
    - i. demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission; or
    - ii. consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

**X. LIABILITY INSURANCE**

- A. The Owner or Operator of the WECS(s) shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$10 million per occurrence and \$40 million in the aggregate, with an annual certificate of insurance being provided to the Montgomery County Coordinator's Office, with the county being added as an additional insured, with the designation of primary and non-contributory. The Applicant shall promptly increase such liability insurance if such amount is increased in the WECS Ordinance and the applicant is notified in writing of same by the county. The applicant shall provide evidence of such increased insurance to the Montgomery County Economic County Coordinator. Insurance coverage shall be maintained without interruption from the date of permitting through the lifetime of the WECS project. Certificates of insurance acceptable to the county and in compliance with this section shall be filed with the county prior to the commencement of any work on the WECS and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required under this section shall contain a provision that coverages afforded under the policies shall not be cancelled or allowed to expire until at least 60 days written notice has been given to the county. Applicant shall also, to the fullest extent permitted by law, indemnify, and hold the county, its employees, board members, and agents harmless for any action due to or arising out of the construction, maintenance, decommissioning, deconstruction, and/or operation of the WECS, including the payment of any attorney's fee and costs arising out of any action due to or arising out of the construction, maintenance, decommissioning, and/or operation of the WECS.

## **XI. FEE SCHEDULE**

- A. Upon submittal of a Siting Application for a WECS, the Applicant shall submit a certified check to Montgomery County in the amount of \$50,000. This amount shall be placed in a guaranteed money market account that will be used to cover the County's cost incurred during the application review. Should the actual costs to the County exceed \$50,000, the applicant shall be responsible for those costs and shall remit additional funds within 15 days of the notice from the County. Any amount remaining in the account after the County renders its decision and all bills and invoices have been paid shall be refunded to the applicant. The county requests that applicant file ten copies of the Siting Application upon submittal of the Application fee.
- B. The Operating Permit Fee for WECS shall be \$5,000.00.
- C. If actual onsite construction has not started within one year of the approved application, the permits are no longer valid and all fees are forfeited.

## **XII. PUBLIC NUISANCE DEFAULTS AND REMEDIES**

- A. Any WECS declared to be unsafe by the Montgomery County Board or its designee by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, damage, or abandonment is hereby declared a Public Nuisance and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures set forth in this ordinance.
- B. The Applicant's, Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.

- C. Prior to implementation of the existing County procedures for the resolution of such default(s), the appropriate County body shall first provide written notice to the Owner and Operator, setting forth the alleged default(s). Such written notice shall provide the Owner and Operator a reasonable time period, not to exceed 60 days, for good faith negotiations to resolve the alleged default(s).
- D. If the County determines that the parties cannot resolve the alleged defaults within the good faith negotiation period, the County shall make application to the Circuit Court for an injunction requiring conformance with this Ordinance or make such other order as the court deems necessary to secure compliance with the Ordinance.
- E. Any violation of this Ordinance shall be an offense punishable by a fine. Each violation shall be a separate offense. Each day a violation occurs or continues shall be a separate offense. A court may set any appropriate per day fine for each day the infraction exists or until such infraction is remedied. It is the goal of this Ordinance to promote structural safety to protect the public. The Court has the authority to set any appropriate fines and will consider the nature of the offense, the degree of public safety involved, and the efforts of the County and responsible owner or applicant to quickly and safely resolve any and all infractions, It is the intent that any dispute between the parties be resolved promptly and where possible by informal discussions as outlined elsewhere in this ordinance.
- F. The County reserves the right to hire outside Counsel to enforce this Ordinance. The Owner/Operator is liable for payment of reasonable Attorney's fees in this regard.
- G. Nothing herein shall prevent the County from taking such other lawful action to prevent or remedy violations. All costs connected therewith shall accrue to the Applicant, Owner, or Operator responsible for the Project.

### **XIII. SEVERANCE**

- A. If any section, clause, or provision of the Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

### **XIV. DECOMMISSIONING**

- A. The Developer or property owner shall include a decommissioning plan consistent with those included in the Department of Agriculture's standard wind farm agricultural impact mitigation agreement, template 81818, or standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by those agricultural impact mitigation agreements, minus the salvage value of the project.

### **XV. LEGAL PROVISION.**

- 1. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.

- 2. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction of this ordinance, thereafter proceeds with development of a solar farm or solar garden prior to being approved under the terms of this ordinance shall be fined. Further, violators of this ordinance shall be subject to fine of \$1,000 for the first violation and \$500 for each additional month the violation is not corrected. The County Coordinating office will be notified of any violations and the County Chair will enforce penalties.
- 3. After the effective date of this ordinance, no proposed Solar Farm or Solar Garden, as defined in this ordinance and within Montgomery County's jurisdiction, shall proceed with construction until it has been submitted to and approved by the Montgomery County Board and/or Designee in accordance with the provisions of this Ordinance.

- Appendix A: Solar Application
- Appendix B: Construction Permit
- Appendix C: Operating Permit


**NOW, THEREFORE BE IT ORDAINED** that the Montgomery County Board hereby adopts said WECS Ordinance

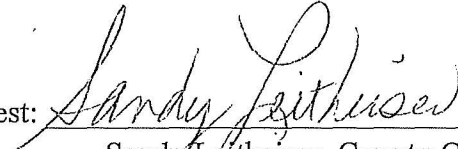
**BE IT FURTHER ORDAINED** that the effective date is immediately upon adoption.

**XIX. IDEMNIFICATION**

The Applicant, Owner, and/or Operator of the WECS project shall defend, indemnify and hold harmless the County of Montgomery and its officials from and against any and all claims, demands, losses, suites, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorney's fees, without limitation arising out acts of omissions of the Applicant, Owner, and/or Operator associated with the construction and/or operation of the WECS project.

Passed and Adopted, this 13<sup>th</sup> day of June, A.D. 2023, by the County Board \ Montgomery County.

  
 \_\_\_\_\_  
 Doug Donaldson, Chairman

Attest:   
 \_\_\_\_\_  
 Sandy Leitheiser, County Clerk



## APPENDIX A

**PETITION / SITING APPLICATION / REQUEST FOR A WECS (Wind Energy Conversion System) Construction Permit.**

It is the responsibility of petitioners or requesters of actions placed before the Montgomery County Board to provide specific information and supporting data regarding proposed actions/projects in sufficient detail that will allow a decision to be made or a final course of action chosen. The Board shall not accept a petition or request as properly filed that is not sufficiently detailed, is missing information required by Ordinance, or does not provide sufficient sealed and signed professional studies, reports, and construction documents to support the request or petition based on the reasoned judgment of the Board. The Board is not responsible to make corrections or revise requests/petitions. Incomplete Applications will be returned.

Certain requests, such as a petition / application for a WECS Construction Permit, requires the Board to conduct a Public Hearing on the matter. No Hearings will be scheduled until such time that petitions/requests have been "Accepted as Properly Filed" by the Board. Similarly, Petitions/Requests shall not be placed on a Board meeting agenda until such time that the petition/request has been "Accepted as Properly Filed" by the Board.

The Date on which the Petition / Application / Request is "Accepted as Properly Filed" constitutes the Legal Beginning Date of any such Construction for all purposes of defining whether a project has been initiated or was in progress in Montgomery County, Illinois.

This petition/application/request for a WECS Construction Permit shall be completed in its entirety and submitted to the Montgomery County Board, #1 Courthouse Square, Hillsboro, IL, 62049. Once the petition / application for a WECS Construction Permit is Accepted as Properly Filed by the Board, the application for a WECS will be reviewed by an independent engineer, appointed by the County at the Petitioner's expense, to determine the impact of the use on public utilities, traffic volume and circulation, impact on near-by properties, compliance with Ordinances and laws, and other lawful factors as may be determined reasonable by the Board based on the individual Petition/Application. The Board, following a Public Hearing, will prepare its Findings of Facts and may then take action regarding issuance of a Construction Permit.

**Notice of the Public Hearing.**

The County Board shall hold a Public hearing within sixty (60) days of receiving reviewed information from the independent engineer. At the hearing, any interested party may appear and testify, either in person or by duly authorized agent or attorney. Notice indicating the time, date, place, and the nature of the proposed WECS Construction Application shall be given before the hearing by:

1. First class mail to the applicant, and to all parties whose property would be directly affected by the proposed use; and
2. Publication in a newspaper of general circulation within this County; and
3. Publication on a state-wide web site.

The Petitioner / Applicant / Requestor is responsible to mail the notices to the last known property tax bill address by PIN number and submit a Post Office certificate of mailing record to the County, but

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only after receiving the approved text of the Notice from the County. This is at the Petitioner's /Applicant's / Requestor's sole expense.

Properly completed Applications for a WECS Construction, complete with supporting documentation, are to be submitted to the County Board with sufficient lead time for review based on the complexity of the individual request.

All petitioners, or their representative, must attend the County Board meeting(s) considering their request. If there is no representation, the application may be removed from the agenda and rescheduled.

The Montgomery County Board shall make a decision within sixty (60) days of the Public Hearing.

Anyone with concerns can call the Montgomery County Coordinating office at 217-532-9577.

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

Date first Received by the Office of The Montgomery County Board: \_\_\_\_\_

Date(s) County Board Date Returned application for more information (if applicable):  
\_\_\_\_\_

Date County Board requested revisions were received (if applicable): \_\_\_\_\_

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee/application fee of \$50,000.00 via certified check

Date paid: \_\_\_\_\_ Check number: \_\_\_\_\_

Date County acceptance letter is sent to Petitioner: \_\_\_\_\_

Date of required Public Hearing Notice sent to Petitioner: \_\_\_\_\_

Date(s) published and where published:  
\_\_\_\_\_  
\_\_\_\_\_

Date notices sent: \_\_\_\_\_ Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_  
\_\_\_\_\_

**APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):**

Applicant/Petitioner information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address for all official correspondence unless a Legal Representative is designated, in which case all correspondence and contact will be made with that Legal Representative:

\_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Legal Representative (*licensed to practice law in the State of IL*) of Applicant (*if any*)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Contact Person (*if different from Applicant*), to whom all phone calls, requests for information, clarifications, and coordination for all actions regarding this Petition, who has the authority to act on behalf of the Petitioner in regard to this Petition/Application/Request. *This does not apply if a Legal Representative has been designated in which case all contact will be made through that Legal Representative.*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPERTY INFORMATION:**

*Note: If additional space is needed, please attach additional sheets to the application and reference attachment description in application.*

- 1. Location of the proposed use or structure, and its relationship to existing adjacent uses or structures:

\_\_\_\_\_  
\_\_\_\_\_

- 2. Legal Description and Acreage:

\_\_\_\_\_  
\_\_\_\_\_

- 3. Area and dimensions of the site for the proposed structure(s) or uses.

\_\_\_\_\_  
\_\_\_\_\_

- 4. Present Use of property:

\_\_\_\_\_  
\_\_\_\_\_

- 5. Present Land usage: \_\_\_\_\_

- 6. Proposed Land Use Activity / Nature of the Proposed Use, including type of activity, manner of operation, number of occupants or employees, and similar matters:

\_\_\_\_\_

201060

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7. Height, setbacks, and property lines of the proposed uses and/or structure(s).

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8. Location and number of proposed parking/loading spaces by type of vehicles, to include Weight Classifications and size of access drives/ways. \_\_\_\_\_

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9. Existing and proposed screening, lighting (including intensity) landscaping, erosion control, and drainage) features on the site, including the parking areas.

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10. Disclosure of any potential environmental issues and methods for dealing with them.

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11. Disclosure of any activities requiring outside agency permits and the names, addresses, and phone numbers of the agency points of contact and how those requirements are being met.

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12. Indicate the suitability of the property in question for Construction:

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13. ADJACENT LAND USE:

A. North: \_\_\_\_\_

B. South: \_\_\_\_\_

C. East: \_\_\_\_\_

D. West: \_\_\_\_\_

14. Should this Use be valid only for a specific time period? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, what length of time?

\_\_\_\_\_  
\_\_\_\_\_

15. Does the proposed Permit meet the following standards? Yes \_\_\_\_\_ No \_\_\_\_\_

*(If not, attach a separate sheet explaining why.)*

A. Will the proposed design, location and manner of operation of the proposed WICS (Wind Energy Conversion System) adequately protect the public health, safety and welfare, and the physical environment?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Will the proposed WICS (Wind Energy Conversion System) have any known negative impact on the value of neighboring property?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Will the proposed WICS (Wind Energy Conversion System) have a negative impact on public utilities and on traffic circulation?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Will the proposed WICS (Wind Energy Conversion System) have an impact on the facilities near the proposed WICS, such as schools or hospitals or airports that require special protection?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS REQUIRED:**

1. At the time the application is filed, a \$50,000 fee is to be paid by the applicant via certified check.
2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.

3. An area map and site plan from a certified Illinois licensed Engineer.
4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within five hundred feet (500') of the property.
5. A Decommissioning Plan as required by the ordinance (see section XIV.)

**CERTIFICATION OF A WECS PERMIT PETITION / APPLICATION / REQUEST**

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, do hereby permit officials and/or consultants of Montgomery County, to enter the property described herein to complete a thorough review of this application.

\_\_\_\_\_  
\_\_\_\_\_

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Legal or other Representative's Printed/Typed Name (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STATEMENT OF CONFORMANCE:**

I/We, the undersigned, in making a Petition/ Application / Request to Montgomery County for approval of a WECS Construction Permit described in this application have reviewed the laws and regulations of Montgomery County to the extent that they are applicable to this proposal and understand that: I/We, the undersigned have no reasonable expectation of approval of this request until such time that a WECS Construction Permit is actually issued by the Montgomery County and have been so notified of issuance in writing. I/We hereby acknowledge, attest to, and accept the following as conditions of obtaining a WECS Construction Permit in Montgomery County, Illinois.

- **NO** building, construction, alteration, or use may be started prior to the issuance of a WECS Construction Permit.
- **All** building construction and all site construction must conform to the plans and specifications approved by the Montgomery County Board. No deviation from or revision to an approved plan may take place without the prior written approval of the Montgomery County Board.
- Any Permit, once issued, is non-transferrable to any other legal entity without the express prior written approval of the Montgomery County Board.
- That **ALL** actions associated with this Permit process shall be taken, processed, and interpreted under the Laws of the State of Illinois and Montgomery County and any legal remedies sought

by any party in connection with this WECS Construction Permit shall be brought forth in the Courts of Montgomery County, Illinois for adjudication.

- That if the applicant is an Agent representing the actual owners of multiple properties, or is a lessor, that the Agent has in his/her possession signed documentation that the actual property owners are aware of their legal responsibilities to be personally liable for the costs associated with Decommissioning if said lessor or Agent fails for any reason to meet this requirement of the WECS Construction Permit.

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Legal Representative Printed/Typed Name Signature and Date (If applicable):

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** It is the responsibility of the Applicant to notify the Montgomery County Coordinating Office at each stage of work completed once the Permit is issued.

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**APPENDIX B**

**Notification of WECS Construction Permit – Montgomery County, Illinois**

All persons shall be required to post notice, on site, of a WICS construction in unincorporated areas of Montgomery County. Failure to file a Notification of WICS Construction Permit prior to starting construction shall constitute an offense punishable by fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense.

**Step 1 - Supervisor of Assessments Office of Building Construction/Improvement**  
 Phone: 217-532-9595 / Sup of Assessments #1 Courthouse Square 3rd floor, Hillsboro, IL 62049

Company Name of Applicant/Petitioner: \_\_\_\_\_  
 Contact Name and Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Property No.: \_\_\_\_\_ Notification No.: \_\_\_\_\_  
 Name of Property Owner(s): \_\_\_\_\_  
 Current Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Property owner Phone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_  
 Estimated Start Date: \_\_\_\_\_ Cost Estimate: \$ \_\_\_\_\_

**Legal Description**  
 Township Name: \_\_\_\_\_ Sec: \_\_\_\_\_ Twp: \_\_\_\_\_ Range: \_\_\_\_\_  
 Legal Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Lot/Land Size: \_\_\_\_\_ Tax Group Code No: \_\_\_\_\_

This acknowledgement satisfies the Montgomery County Notification Process.  
 All other city, township, subdivision and state ordinances must be followed!

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 2 - Highway Dept. Engineer to obtain Flood Plains & Subdivision Approval**  
 Phone: 217-532-6109 / Mont. Co. Highway Engineer, 1215 Seymour Av, Hillsboro, IL 62049

Is the proposed development within or near the approximate floodplain as shown on FEMA Flood Hazard Boundary Maps?     Yes     No     N/A

- If yes, the developer must obtain a Development Permit from the Montgomery County Highway Engineer prior to starting any construction.
  - Has a development permit been approved?     Yes     No     N/A

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 3 - New 911 address (each WECS tower will need a 911 address)**  
 Phone: 217-532-9563 / Mont. Co. 911 Coordinator, 140 N. Main St., Hillsboro, IL 62049

Your new locatable 911 address is: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Emergency Response Agencies: \_\_\_\_\_  
 Ambulance Agency: \_\_\_\_\_ Police Agency: \_\_\_\_\_ Fire Agency: \_\_\_\_\_  
 Is a paid Fire Contract required to have this fire department respond?     Yes     No  
 Contact Phone Number for Fire Protection Contract: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Upon completing construction of the facility, the Applicant/Petitioner must inform the Assessor's office and request an Operating Permit, prior to any production or sale of wind generated power. (APPENDIX C)*



20065

# WECS (Wind Energy Conversion Systems) Operating Permit

Montgomery County, Illinois

## APPENDIX C

All developers in unincorporated areas of Montgomery County shall be required to post an on-site, laminated, WECS Operating Permit at the front entrance of the construction area, visible to County employees. Failure to file a WECS Operating Permit, prior to production or sale of generated wind power, shall constitute an offense punishable by a fine up to \$1,000.00 for the first violation and \$500 for each month the violation is not corrected. **TO BE ENFORCED BY THE COUNTY BOARD CHAIR.**

Date: \_\_\_\_\_  Approved  Disapproved

Operating Permit No. \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE

### Property Information:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Legal Description: Attached Document for Legal Description

### Company Name:

Contact Name and Title:

Mailing Address:

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Land Owner Name(s) if different from Company Name:

Mailing Address:

Phone Number: \_\_\_\_\_

### Conditions of Permit:

In applying for and obtaining a WECS (Wind Energy Conversion Systems) Permit from the Montgomery County Assessor's Office, the Applicant agrees to comply with the laws, rules and regulations set forth by the State of Illinois and the Montgomery County WECS Ordinance. The permit is subject to revocation for failure to comply with laws, rules, regulations and fines.

20/066

Montgomery County, State of Illinois  
#1 Courthouse Square, Hillsboro, IL 62049  
217-532-9530  
<http://montgomeryco.com/>

APPENDIX D  
WECS Application to Waive the Permitted 500 Foot Maximum WECS Height

APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):

Applicant/Petitioner information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address for all official correspondence unless a Legal Representative is designated, in which case all correspondence and contact will be made with that Legal Representative:

\_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Legal Representative (*licensed to practice law in the State of IL*) of Applicant (*if any*)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Contact Person (*if different from Applicant*), to whom all phone calls, requests for information, clarifications, and coordination for all actions regarding this Petition who has the authority to act on behalf of the Petitioner in regard to this Petition/Application/Request. *This does not apply if a Legal Representative has been designated in which case all contact will be made through that Legal Representative.*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

The Applicant hereby requests that the County Board waive the 500 foot Maximum WECS Height to allow the construction and use of WECS that will be \_\_\_\_\_ Feet Tall. This Waiver is requested for WECS Project

\_\_\_\_\_

Operating Permit Number (if Applicable) \_\_\_\_\_

Located in the general geographic vicinity of \_\_\_\_\_ in \_\_\_\_\_ Township, Montgomery County Illinois.

This Application is made as part of a \_\_\_\_\_ New WECS Project \_\_\_\_\_ an Upgrade to an Existing WECS Project that has \_\_\_\_\_ Not Yet Been Approved \_\_\_\_\_ Already been approved on \_\_\_\_\_

20067

The Applicant shall pay for all costs associated with the consideration, evaluation, and decision process upon presentation to the Applicant of an invoice from the Office of the Montgomery County Board, regardless of whether the Waiver is approved or disapproved. Engineering Plans that demonstrate compliance with revised Setbacks are attached to this Application. It is agreed that requests for further information may be made by the County Board or their designated representative. Such information when requested shall be provided the requestor as soon as practicable. Failure to provide such information would be grounds for immediate disapproval of the Waiver request.

Applicant fully understands that even if a waiver is approved that it is subject to revocation for cause by the Applicant's, successor's or their agents failure to comply with laws, regulations, rules, fines or decommissioning escrow account requirements.

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, do hereby permit officials and/or consultants of Montgomery County to enter the property described herein to complete a thorough review of this application.

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Legal or other Representative's Printed/Typed Name (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

Date first Received by the Office of The Montgomery County Board: \_\_\_\_\_

Date(s) County Board Date Returned application for more information (if applicable):  
\_\_\_\_\_

Date County Board requested revisions were received (if applicable): \_\_\_\_\_

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee/application fee of \$50,000.00 via certified check

Date paid: \_\_\_\_\_ Check number: \_\_\_\_\_

Date County acceptance letter is sent to Petitioner: \_\_\_\_\_

Date of required Public Hearing Notice sent to Petitioner: \_\_\_\_\_

Date(s) published and where published: \_\_\_\_\_  
\_\_\_\_\_

Date notices sent: \_\_\_\_\_ Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_

**ORDINANCE ABATING REAL PROPERTY TAXES**

**Ordinance #** 2023-25

**Abatement of Property Taxes on a Parcel per  
The Guidelines Authorized in**

20068

**The State of Illinois Department of Revenue Act  
For General Abatements 35 ILCS 200/18-165**

We the governing board of Montgomery County, do hereby authorize and direct the County Clerk of Montgomery County to abate that portion of the property taxes accrued as outlined below on the following parcel located in the Village of Schram City, Montgomery County IL.

**Parcel ID # 17-07-106-018** Montgomery County - Lots 9 thru 12 Block 15 Hardebeck Sub Div. 8-3-2386 thru 2389 S T00 R

**Taxpayer – Benjamin & Dian Beeler.**  
1707 Klar Ave., Hillsboro, IL 62049

**Estimated Fair Market Value of Property (Tax Year 2022) AT 33.33% = \$ 46,030**  
**Land assessed value = \$ 2,600 ESTIMATED Improvements assessed value = -\$ 30,000**

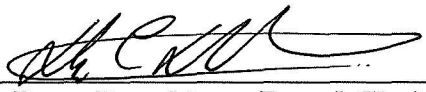
The abatement of taxes on this parcel is in acknowledgement of a request by Benjamin & Diane Beeler owners of B & M Vending located at 1707 Klar St., Schram City, IL 62049 and is authorized by Section 200/18-165 of the Revenue Act.

**The Term of the abatement shall be as follows:**

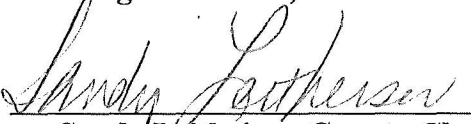
- On 2023 taxes, payable in 2024, an abatement of 100% of the extension on the assessed valuation.
- On 2024 taxes, payable in 2025, an abatement of 100% of the extension on the assessed valuation.
- On 2025 taxes, payable in 2026, an abatement of 100% of the extension on the assessed valuation.
- On 2026 taxes, payable in 2027, an abatement of 100% of the extension on the assessed valuation.

**PASSED THIS** 13<sup>th</sup> **day of June 13<sup>th</sup>, 2023**

**AYES:** 14 **NAYES:** 0 **ABSENT:** 0

  
**Doug Donaldson, Board Chairman**

Doug Donaldson **Date:** 6/13/23  
**Print Name**

  
**Sandy Leitheiser, County Clerk**

Sandy Leitheiser **Date:** 6/13/23  
**Print Name**

20069

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

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

**WITNESSTH:**

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

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

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

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

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

**1. Obligation of the COUNTY**

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

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

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

**2. Obligation of the TOWNSHIP**

The DISTRICT shall pay to the general fund of the COUNTY the sum of \$6,900 on or before Dec. 1<sup>st</sup> of assessment year

20/070

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, 2023, and shall continue through December 31, 2023.

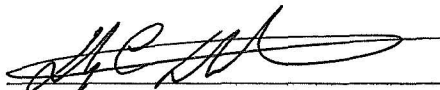
**5. Amendments**

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.

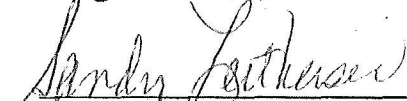
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

**MONTGOMERY COUNTY**

EXECUTED this 7 day of June, 2023

  
\_\_\_\_\_  
Doug Donaldson, Chair

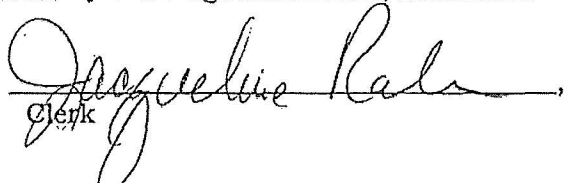
  
\_\_\_\_\_  
Kendra Niehaus, CCAO

  
\_\_\_\_\_  
Sandy Leitheiser, Clerk

**NOKOMIS-AUDUBON MULTI-TOWNSHIP ASSESSMENT DISTRICT**

EXECUTED this 7 day of June, 2023

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

20/071

**Intergovernmental Agreement**  
**City of LITCHFIELD, Illinois & Montgomery County, Illinois**  
**For Police Radio & Telephone Services**  
**Addendum**

THIS AGREEMENT was made and entered into this 1st day of December in the year of 2021, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois. *The addendum shall go into effect of said agreement on the 1<sup>st</sup> day of June, 2023.*

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from 1 December 2021 to 30 November 2023.

Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$150,605 for the period 1 December 2021 to 30 November 2022. Said fee will be paid in twelve monthly installments of \$12,552.42. Any amount due over the \$150,605.00 annual fee shall be paid within 30 days of the final day of the contract year.
6. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$152,713.00 for the period 1 December 2022 to 30 November 2023. Said fee will be paid in twelve monthly installments of \$12,726.08. Any amount due over the \$152,713.00 annual fee shall be paid within 30 days of the final day of the contract year. *Due to increased coverage of radio and telephone service beginning on June 1, 2023 the City of Litchfield will pay the County of Montgomery an additional \$25,000 per year. The annual fee will increase to 177,713.00. Monthly installments beginning June 1<sup>st</sup> to November 30<sup>th</sup> will increase to \$14,809.00.*
7. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.
8. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.
9. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.

20|072

10. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
11. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
12. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
13. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
14. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
15. The term of this agreement will continue for a period of one (1) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
16. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

**IN WITNESS WHEREOF**, the parties thereto have subscribed their names on the day and year first above written.

COUNTY OF MONTGOMERY:

CITY OF LITCHFIELD:

ATTEST: *Sandy Lethausen*  
County Clerk & Recorder

ATTEST: *Carol E. Burke*  
Litchfield City Clerk

BY: *[Signature]*  
Montgomery County Board Chairman

BY: *[Signature]*  
City of Litchfield Mayor

Approved: *[Signature]*  
Montgomery County Sheriff

Approved: *[Signature]*  
Litchfield Police Chief



20/073

ORDINANCE 2023- 26

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

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

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

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

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

1. An amount not to exceed \$ 42684.00 shall be made available for the purchase of Vehicle for Department Sheriff.

This Ordinance shall be in effect upon passage.

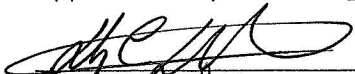
YES: 14

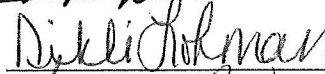
NO: 0

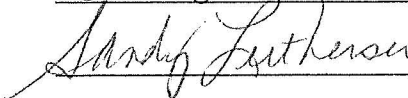
ABSTAIN: 0

ABSENT: 0

Approved and passed this 13<sup>th</sup> day of June, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

# Victory Lane Chrysler Dodge Jeep Ram

400 W MAIN - CARLINVILLE, IL 62626

Phone: 217-854-3337

ARPA

Purchase Date: 05/31/23  
Salesperson: Daniel Hogan

## Cash Disclosure

Phone: 217-854-3337  
Fax: 217-854-8785

**Buyer:**

Montgomery County Sheriff  
140 N Main St  
Hillsboro, IL 62049  
Work: 217-532-9511  
Bus. Email: robbins@montgomerycountyil.gov

**Co-Buyer:**

**Purchased Vehicle**

<u>Stock #</u>	<u>Vehicle</u>	<u>Color</u>	<u>Miles</u>	<u>VIN</u>
	2023 Dodge Durango Police	White Knuckle	2	1C4RDJFG3PC590709

**Purchases & Fees**

<b>Selling Price</b>	Selling Price	\$42,132.00
<b>Fees</b>	Documentation	\$347.00
	CVR	\$35.00
	License	\$15.00
	Certificate of Title	\$155.00
<b>Taxes</b>	Tax 1	\$0.00
	Tax 2	\$0.00
	Tax 3	\$0.00
<b>Total Cash Price</b>		<b>\$42,684.00</b>

**Monies Received**

<b>Trades</b>	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	<b>Total Trade Net</b>	<b>\$0.00</b>
<b>Down Payment</b>	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	<b>Total Credits</b>	<b>\$0.00</b>
<b>Total Cash Price</b>		<b>\$42,684.00</b>
<b>Total Credits (-)</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$42,684.00</b>

20/074

Signature:

20/075

ORDINANCE 2023-27

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

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

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

1. An amount not to exceed \$ 25,000.00 shall be made available for the purchase of Vehicle Equipment for Department Sheriff.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 13<sup>th</sup> day of June, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20/076

Dispatch: (217) 532-9511

Office Manager: (217) 532-9512

**Rick Robbins**  
Montgomery County Sheriff  
140 North Main St.  
Hillsboro, IL 62049

Fax (217) 532-6318

Jail: (217) 532-9514

June 9, 2023

Montgomery County Board,

The MCSO has requested and was approved \$25,000 of ARPA funds. The purpose of the funds is for the near future of having MCSO patrol vehicles fitted with law enforcement specific equipment and labor for the installation.

Semper Fi,



Rick Robbins  
Sheriff

20077

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE CITY OF NOKOMIS

This contract is made and entered into between the County of Montgomery (GRANTOR) and the City of Nokomis (BENEFICIARY), (EIN: 37-6001677).

- The Grantor agrees to provide the Beneficiary with a grant of \$21,000 which represents 60% of the estimate for the purchase of a warning siren;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase a new warning siren.

Terms:

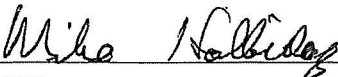
- The Grantor will provide \$21,000 which represents 60% of the estimated purchase price of one warning siren.
- That the Beneficiary will provide \$14,000 which represents 40% of the estimated purchase price of one warning siren.
- That the funds from each party will be placed into an escrow account designated by the Montgomery County Treasurer for the purchase and the funds will be released from the account to the seller of the warning siren.
- That time is of the essence as all funds must be expended by Beneficiary and Grantor no later than the third Monday of December 2026.
- That failure to deposit funds by either party within 90 days of the execution of the agreement will be cause for termination of said contract and the refund of any deposited funds.
- That the parties must execute the document by **April 11, 2023**.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Mayor of the City of Nokomis.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.



Doug Donaldson, Chairman  
Montgomery County Board

6-13-23

Date



Mayor  
City of Nokomis

3-27-23

Date

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

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

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

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

1. An amount not to exceed \$ 21,000.00 shall be made available for the purchase of Warning Siren for the City of Nokomis.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 13<sup>th</sup> day of June, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20/079

# Invoice

## Craig Antenna Service, Inc.

P.O. Box, 139  
Pana, IL 62557  
217-562-4133  
Pana, IL 62557.

DATE	INVOICE #
6/7/2023	214117

BILL TO

City of Nokomis  
Cedar Street  
Nokomis, IL 62075

P.O. NO.	TERMS
Siren	Net 15

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Federal Signal 2001-130 rotating storm siren with siren controller, VHF radio, battery cabinet, batteries, transformer, rectifier assembly, wiring, installation	30,000.00	30,000.00

<b>Total</b>	<b>\$30,000.00</b>
--------------	--------------------

Cell phone reception issues? We can handle that. Craig Antenna now sells and installs cell phone amps that work great!! Many satisfied customers. Just give us a call! We also offer full IT, computer/network sales and service!!

20080

Rachel Hill

---

**From:** craigantenna@consolidated.net  
**Sent:** Wednesday, June 07, 2023 8:36 AM  
**To:** rachel@cityofnokomis.com  
**Subject:** Invoice from Craig Antenna Service  
**Attachments:** Inv\_214117\_from\_Craig\_Antenna\_Service\_Inc.\_20412.pdf  
  
**Importance:** High

**Invoice** 214117  
214117

Amount Due: **\$30,000.00**

Hi Rachell!

We have received the siren and are preparing for installation. Plan is week after next. We invoice siren jobs when we receive it due to all that has to go into these jobs. They're typically NET10. Thank you so much!!! Have a great day!!!

Your invoice is attached.

Thank you for your business - we appreciate it very much.

Sincerely,

Bryce Craig

Craig Antenna Service

---



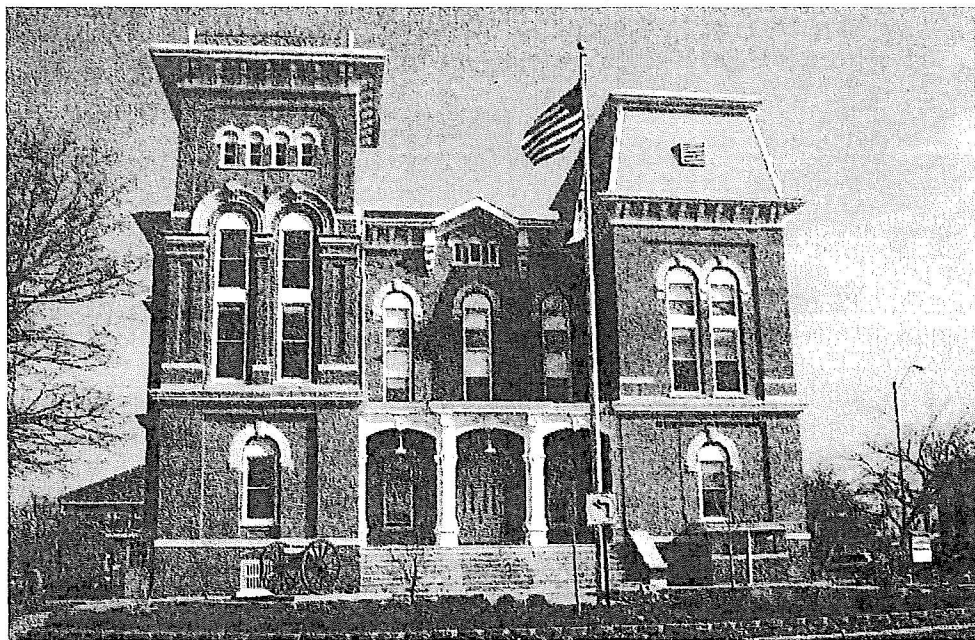
20081



# Montgomery County

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## Rules of the County Board



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**MEMBERS OF THE COUNTY BOARD**

**2022-2024**

**Chairman**  
**Doug Donaldson**  
**Leitheiser**

**Vice Chairman**  
**Evan Young**

**County Clerk**  
**Sandy**

**DISTRICT 1**

Connie Beck, 3413 N. 15<sup>th</sup> Ave., Litchfield, IL 62056.....324-3588  
Jeremy Jones, 29379 E. 4<sup>th</sup> Rd. Farmersville, IL 62533 .....415-2657

**DISTRICT 2**

Ken Folkerts, 13246 N. 21<sup>st</sup> Ave., Harvel, IL 62538.....825-9875  
Chad Ruppert, 19104 E. 15<sup>th</sup> Rd, Witt, IL 62094.....622-3334

**DISTRICT 3**

Doug Donaldson, 109 Rucker Lane, Irving, IL 62051.....710-0775  
Evan Young, 12123 E. 20<sup>th</sup> Rd., Fillmore, IL 62032.....594-7376

**DISTRICT 4**

David Loucks, 8341 Miller Trail, Hillsboro, IL 62049.....532-5174  
Patty Whitworth, 8 Old Oaks Drive, Hillsboro, IL 62049.....246-2806

**DISTRICT 5**

Russell Beason, 406 S. Van Buren St., Litchfield, IL 62056.....710-7451  
Bill Bergen, 19 Ridge Dr., Litchfield, IL 62056.....324-4729

**DISTRICT 6**

Mark Hughes, 1380 Interurban Circle, Hillsboro, IL 62049 .....246-7236  
Ethan Murzynski, 807 Montgomery Ave., Hillsboro, IL 62049....851-2181

**DISTRICT 7**

Andy Ritchie, 804 N. Montgomery Ave., Litchfield, IL 62056....313-1921  
Bob Sneed, 815 N. Illinois Ave., Litchfield, IL 62056.....324-4084

**COMMITTEE ASSIGNMENTS**

**Coordinating Committee:** Doug Donaldson – Chairman    Evan Young – Vice Chairman  
Mark Hughes, Ethan Murzynski, Andy Ritchie, Bob Sneed

**Building & Grounds Committee:** Bob Sneed – Chairman    Patty Whitworth – Vice  
Chairwoman  
Russell Beason, Mark Hughes, Ken Folkerts

**Development and Personnel Committee:** Mark Hughes - Chairman    Bill Bergen – Vice  
Chairman  
Russell Beason, Jeremy Jones, Chad Ruppert

**Finance Committee:** Andy Ritchie - Chairman    Connie Beck – Vice Chairwoman

20|083

Ken Folkerts, David Loucks, Patty Whitworth and Evan Young

**Road and Bridge Committee:** Ethan Murzynski – Chairman Bill Bergen – Vice Chairman  
Connie Beck, David Loucks and Chad Ruppert

**Rules Committee:** Connie Beck – Chairwoman Patty Whitworth – Vice Chairwoman  
Bill Bergen, Mark Hughes, Bob Sneed, Doug Donaldson

### **County Board Liaisons for 2022-2024**

**708 Board** – Ethan Murzynski

(Meets the 2<sup>nd</sup> Monday of the Month quarterly at 6:00 PM – County Board Room)

**CEFS Board** – Russ Beason

(Meets the 1<sup>st</sup> Thursday of the Month)

**911 Board** – Bill Bergen

(Meets the 3<sup>rd</sup> Thursday of the Month @ 6:30 PM – County Board Room)

**Health Department Board** – Patty Whitworth

(Meets the 3<sup>rd</sup> Tuesday quarterly @ 7:00 PM – Health Department)

**Illinois Association of County Officials** – Bill Bergen

(To Be Announced)

**MCEDC – (Montgomery County Economic Development Corp.)** – Mark Hughes

(To Be Announced)

**Planning Commission** – Andy Ritchie

(Quarterly -- March, June, September, and December)

**Senior Citizens Board** – Ken Folkerts

(Meets the 3<sup>rd</sup> Monday of each month @ 1:30 PM in Taylor Springs)

**UCCI – (United County Council of Illinois)** – Chad Ruppert

(Meets the 4<sup>th</sup>, Monday @ 9:30 AM in Springfield)

**University of Illinois Extension Services** – Connie Beck

(Meets the 3<sup>rd</sup> Thursday of the Month @ 7:00 PM via Skype)

**Veterans Assistance Commission** – Bob Sneed

(Meets 1<sup>st</sup> Monday of the Month at 7:00 pm)

**West Central Development Council** – Jeremy Jones

(Meeting dates to be announced)

**Workforce Investment Board** – Jeremy Jones

(Meeting dates to be announced)

# Rules of the Montgomery County Board

Adopted the 11<sup>th</sup> day of July, 2023

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## **Rules of the Montgomery County Board**

### **Section A. County Board Meetings**

**Regular Meetings**

1. The County Board (sometimes referred to as Board) shall conduct regular meetings on the days and times and at the locations it annually specifies pursuant to Section 2.02 of the Open Meetings Act.
2. Unless otherwise provided by the County Board, the Board shall conduct its meetings on the second Tuesday of each month at 5:30 p.m.
3. A majority of the members of the Board shall constitute a quorum for the transaction of business during a full board meeting. At the Committee level, a quorum to conduct business shall consist of one more than half of the members of any committee.
4. The County Board Meeting for the month of October shall be recessed rather than adjourned at their conclusion until the new FY budget is final in November.
5. ~~A Board Member may conference call to a committee meeting if they are unable to attend.~~  
REPLACE With: A Board Member may conference call to a committee meeting if they are unable to attend for health or work related reasons. There must be a quorum physically present at the meeting, and then the board members can participate in the Committee meeting by phone. Only members physically present at meetings will receive per diem.
6. The Board, in its deliberations, shall be governed by parliamentary rules as laid down by Robert's Rules of Order (Newly Revised) and such other rules as may be provided by the County Board.

### **Special Meetings**

7. The County Board shall convene a special meeting upon the request of:
  - a. At least one-third of the members of the County Board, or;
  - b. The Chair of the County Board
8. A request to convene a special meeting of the County Board shall:
  - a. Be in writing, addressed to the County Clerk;
  - b. Specify the time and place of the meeting; and
  - c. Indicate the business to be considered by the Board. The Board shall consider no other business at a special meeting other than the business items set forth in the call.
9. Notice of Call
  - a. The County Clerk or County Board Administration office shall transmit by electronic means written notice and the agenda of a special meeting to each member of the County Board and to the Chair of the County Board at least 48 hours prior to the meeting.
  - b. The County Clerk or County Board Administration office shall cause notice of each special meeting to be posted on the bulletin board of the Historic Courthouse and with the media at least 48 hours prior to the special meeting.
  - c. Special meetings shall comply with all notice requirements contained in the Open Meetings Act.

### **Section B. Chair and Vice Chair of the County Board**

#### **Election**

1. The Chairperson and Vice Chairperson of the County Board shall be elected by members of the Board after the general election every two years.
2. In the matter of electing a County Board Chairman or Vice Chairman if there is a tie, a coin flip by the sheriff or his/her designee shall be used to determine the winner with the

highest vote-getter from the general election between the candidates nominated calling heads or tails.

3. Any Vacancy in the County Board Chairmanship shall be filled by the Vice Chairperson of the County Board. The Chairperson shall preside at all meetings of the County Board. In the event of the absence or temporary inability of the Chairperson to preside at a meeting, the Vice Chairperson shall act as Chairperson pro-tempore for the meeting. In the event that neither is available, the order of succession shall be the Buildings and Grounds, Development and Personnel Chairperson, Finance and Budget Chairperson, and Roads and Bridges Chairperson.

#### **Duties/Responsibilities**

4. The Chairperson of the Board shall control, manage and preserve the decorum of the Board meeting, which includes calling law enforcement, if necessary, to protect the members of the board, the public and otherwise maintain order. The Chairperson must protect the rights of the general public to address the meeting as provided by law, including the right to publicly address the board and their right to record the meeting.
5. The Chairperson must conduct board meetings in compliance with the Open Meetings Act.
6. The Chairperson of the Board shall be entitled to vote on all matters coming before the Board for a vote.
7. The Chairperson, with the advice and consent of the County Board, shall be the Board's representative at any convention or meeting where the Board or the Chairperson of the County Board has not already appointed a representative. The Chair may request any County staff, official and/or members of the Board to assist him/her in the transaction of official business at such convention or meeting.

#### **Contact**

8. All Official mail for the County Board should be addressed to: Montgomery County Board Admin Office, #1 Courthouse Square – Room 202, Hillsboro, IL 62049.

#### **Section C. Committees**

*Definitions: "Reassigned" means moving board members and/or duties/responsibilities from one committee to another.*

#### **Duties/Responsibilities**

1. Each Committee shall perform duties assigned to the Committee by the County Board Rules.
2. All Committees shall report to the Full Board with the statement of facts and the opinion of the majority.

#### **Membership**

3. Each board member shall serve on at least one standing committee.
4. All Committee members shall be appointed by the Chair and can be reassigned at any time as the Chair deems necessary, with the consent of the Full Board.
5. Any non-committee member who attends a committee meeting in which they are not a voting or ex-officio member must sit in the gallery and not at a board member desk in order to remain in accordance with the Illinois Open Meetings Act.

2008

## Structure

6. There shall be five (5) standing committees:
  - a. Coordinating Committee
  - b. Buildings and Grounds Committee
  - c. Development and Personnel Committee
  - d. Finance and Budget Committee
  - e. Roads and Bridges Committee

## Assignments

7. The Coordinating Committee shall have oversight and be responsible for the following departments and items:
  - a. Elected and Board Appointed Officials Report
    1. Elected
      - A. Circuit Clerk
      - B. Coroner
      - C. County Clerk
      - D. Regional Office of Education Superintendent
      - E. Sheriff
      - F. State's Attorney
      - G. Treasurer
    2. Appointed
      - A. Animal Control Warden/Facility Manager
      - B. County Board Administrator/Coordinator
      - C. Emergency Management Agency (EMA) Director
      - D. Environmental Protection Agency (EPA) Administrator
      - E. Highway Engineer
      - F. Information Services Manager
      - G. Maintenance Superintendent
      - H. Supervisor of Assessments
    3. Non-elected Office Supervisors/Managers not appointed by the County Board
      - A. Emergency Telephone System Board (ETSB)/911 Coordinator
      - B. Health Department Director
      - C. Probation Office Manager
      - D. Public Defender
      - E. Veterans Assistance Commission Superintendent
  - b. Information Services
  - c. Committee Chair Reports
  - d. Emergency Management Agency (EMA)
  - e. West Central Development Council (WCDC)
8. The Buildings and Grounds Committee shall have oversight and be responsible for the following departments and items:
  - a. Buildings and Grounds
  - b. Bidding out property
  - c. County Farm

- d. Property Casualty Insurance
9. The Development and Personnel Committee shall have oversight and be responsible for the following departments and items:
    - a. County Employee Manual
    - b. Union Negotiations
    - c. Holiday Schedule
    - d. Employee Insurance
    - e. Workers Compensation
    - f. Montgomery County Economic Development Corporation (MCEDC)
    - g. Tourism
    - h. Animal Control
    - i. Environmental Protection Agency (EPA)
    - j. Planning Commission
    - k. Mid Illinois Regional Council
    - l. Enterprise Zone
  10. The Finance and Budget Committee shall have oversight and be responsible for the following departments and items:
    - a. Budget Process - Amendments
    - b. Levies and Appropriations
    - c. Annual Audits and Auditor Services
    - d. Illinois Municipal Retirement Fund (IMRF)
    - e. Conveying of Deeds
    - f. Supervisor of Assessments Office (SOA)
    - g. Geographical Information Services (GIS)
    - h. Fees and Cost Studies
    - i. Real Estate Tax Cycle
    - j. Prepaid Vendor List
    - k. American Rescue Plan Act (ARPA)
    - l. Electric Bids and agreements
    - m. Taxing District Levy Requests
    - n. Power Plant(s)
    - o. Capital Improvement Fund
    - p. Financial Policies
  11. The Roads and Bridges Committee shall have oversight and be responsible for the following departments and items:
    - a. Roads and Bridges
    - b. County Highway Department
    - c. Bike Trail
  12. The Chair of the County Board may establish ad hoc committees.
  13. If the Chair assigns an ad hoc committee to a standing committee, the ad hoc committee shall report to that standing committee and to the chair of the County Board on a regular basis.
  14. The Chair of the County Board or his/her designee may be a member of any such ad hoc committee.
  15. The Chair of the County Board shall establish the scope and objectives of the ad hoc committee.
  16. No ad hoc committee may be appointed beyond the term of the Chair of the County Board.



201089

## Section D. Finances

### **Vouchers and Expenditures**

1. The appropriate committee is authorized and directed to supervise the purchase of all supplies for the various county offices.
2. Any unusual voucher shall not be paid without majority approval of the appropriate committee of the Board.
3. A Roll Call Vote shall be taken on all applications for financial assistance, positions and raising of salaries, on all propositions to appropriate money from the County Treasury, for any expenditures of \$50,000 or more and for any other matter which requires a roll call vote according to the State of Illinois County Code 55 ILCS 5/2-1005 or other pertinent Illinois Statute. Additionally, a Roll Call Vote will be conducted on any vote at the request of any County Board Member.
4. The County Board Chairperson or Designee and a Committee Chairperson may sign a voucher up to \$15,000, and then authorize the Chairman to sign vouchers over \$15,000 with a dual signature from any Committee chairperson. The County Board Chairman must provide a list of vouchers over \$15,000 dual signed by the County Board Chairman and any Committee chairperson to the County Board at their next Full Board meeting. Excluding purchases made by pre-approved vendors, any purchase over \$15,000 must be approved by the Full Board.
5. All bills against the County, except for mileage and per diem of members of the Board, shall be presented and filed in the office of the County Clerk on or before the 26<sup>th</sup> of the preceding month.
6. Members may charge mileage to attend all per diem allowable meetings from either home or work, whichever is closer to the meeting location. Additionally, members may charge mileage to attend non per diem allowable meetings at the discretion of the County Board Chairman.
7. If a Board Member is requested by the County Board Chairman to attend a board related function, per diem may be charged.
8. Board Members may charge for only one meeting per day (Per Diem) on any given calendar day regardless of the number of meetings they may attend that day pursuant to 55 ILCS 5/2-3008.
9. Vice Chairpersons of each committee, when given consent by the Committee Chairperson, shall have the authority to sign vouchers during the designated committee meeting.

### **Budget**

10. The County Board shall annually develop a budget policy no later than May 1<sup>st</sup> preceding the budget cycle.
11. The Finance and Budget Committee shall prepare a proposed annual budget consistent with the budget policy and submit it to the County Board no later than the regularly scheduled County Board meeting in October of each year.

## Section E. County Operations

### **Hiring and Personnel**

20/090

1. The hiring of all positions which are appointed by and report directly to the County Board will be conducted jointly between the oversight committee to which the position reports and the full Development and Personnel Committee as an ad hoc committee with the majority of a quorum of all members voting to recommend the candidate to the Full Board for approval. Appointed positions include:
  - a. Animal Control Warden/Facility Manager
  - b. County Board Administrator/Coordinator
  - c. Emergency Management Agency (EMA) Director
  - d. Environmental Protection Agency (EPA) Administrator
  - e. Highway Engineer
  - f. Information Services Manager
  - g. Maintenance Superintendent
  - h. Supervisor of Assessments

## **Section F. Meeting Procedure**

### **Agendas**

1. All meeting agendas shall comply and be posted in accordance with the requirements of the Open Meetings Act.
2. The Order of Business for County Board meetings shall be as follows:
  - a. Call to Order by Chairman
  - b. Roll Call for a quorum of the Board
  - c. Pledge of Allegiance to the Flag
  - d. Approval of board members' Mileage and Per Diem. Must be approved utilizing a roll call vote
  - e. Approval of the Minutes of any previous Full Board Meeting
  - f. Consent Agenda
    1. Animal Control Report
    2. Circuit Clerk's Report
    3. Coroner's Report
    4. County Clerk and Recorder's Report
    5. Enterprise Zone Report
    6. Environmental Protection Agency Report
    7. Health Department
    8. Highway Department Report
    9. Information Services Report
    10. Maintenance Superintendent Report
    11. Probation Office Report
    12. Public Defender's Report
    13. Regional Office of Education Report
    14. Sheriff's Report
    15. State's Attorney Report
    16. Supervisor of Assessments Report
    17. Treasurer's Report
    18. Veteran's Assistance Commission Report
  - g. Approval of the items on the consent agenda.
  - h. Liaison Reports

20091

- i. Public Comments
- j. Committee Reports
  - 1. Coordinating Committee Report
  - 2. Buildings and Grounds Committee Report
  - 3. Development and Personnel Committee Report
  - 4. Finance and Budget Committee Report
  - 5. Roads and Bridges Committee Report
- k. Executive Session (if needed)
- l. Approval of 5 Committee Reports and Committee Minutes
- m. Special Announcements
- n. Announce Schedule Changes
- o. Appointments
- p. Approve and Pay all Bills and Payroll
- q. Adjourn Meeting

### Meeting Etiquette

- 3. All questions relating to the priority of business shall be decided without debate.
- 4. The Chairperson shall preserve order and decide questions of order subject to an appeal to the board without debate.
- 5. When two or more members speak at once, the Chair shall name the member who is entitled to the floor.
- 6. No member shall speak more than twice on the same question without leave from the Chair, and shall not occupy more than 15 minutes the first time, no more than 5 minutes the second time. The member shall stand whenever he/she speaks on a question if requested by the Chair.
- 7. A member called to order by the Chair shall immediately end his/her remarks unless permitted to explain, and if there is no appeal, the decision of the Chair shall be final.
- 8. Every member present on putting of a question shall vote thereon, unless excused by the Chair or unless he/she is directly interested.
- 9. No motion shall be debated or put unless seconded. When motion is seconded, it shall be stated by the Chair or by any member of the board.
- 10. A motion to adjourn is always in order and shall be decided without debate unless a question of time to adjourn occurs.
- 11. After a motion is stated by the Chair or read by the Clerk, it shall be deemed in possession of the Board, but may be withdrawn by the mover at any time before the vote is taken, by consent of the second.
- 12. All questions shall be decided by a majority vote unless otherwise specified in Robert's Rules of Order or in Illinois State Statute.
- 13. For roll call votes, the Clerk shall call the names of the members in alphabetical order beginning with the member whose last name begins with the letter closest to the letter "A." For each subsequent roll call vote, the name of the person who voted first on the preceding issue shall be called last. This progressive voting shall be carried forward from meeting to meeting with the purpose of allowing members to vote first in rotation.
- 14. The rules may be suspended in any particular case by a two-thirds vote of the members present.
- 15. No alterations may be made in any of the rules of the County Board without consent of the majority of members thereof or without one day's notice thereof to be given.

20092

16. When a question is under debate, no motion shall be received but to adjourn, to lay on table, to postpone, or to commit or to amend, which motions shall have precedence in the order they stand arranged.
17. When a question has been put and carried in the affirmative or negative, it shall be in order for any member who voted in the majority to move for reconsideration thereof.

#### **Public Comment**

18. Members of the public and employees of the County shall be afforded time during regular and special meetings, open to the public, to comment to the Board.
19. Members of the public who wish to address the board must sign in before the meeting is called to order and be recognized by the Chairperson of the board prior to speaking. Members of the public must state their name after being recognized by the Chairperson.
20. ~~Remarks shall be confined to topics or activities addressed by the posted agenda of the County Board meeting.~~
21. Board members shall not engage with members of the public during public comment portion of the meeting.
22. Members of the public shall be allowed 3 minutes each to address the Board, and the total time for all public comment shall not exceed 30 minutes. (KEEP)
23. If a group is invited to address the Board, such group shall choose one spokesperson as their representative and that spokesperson shall not exceed the 3 minute maximum length.

#### **Section G. Miscellaneous Rules of the County Board**

##### **Other**

1. The parliamentarian of the County Board shall be the State's Attorney or his/her designated assistant.
2. These County Board rules and procedures are subject to requirements of Illinois State Statute. In the event of any inconsistency between these rules and the requirement of any state statute, the state statute shall govern.

20/093

FY 2023

**AGREEMENT BETWEEN**

**THE MONTGOMERY COUNTY BOARD AND  
NOKOMIS-WITT AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax **(\$303,698.00)**, sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2023, the county shall have reimbursed to the NWAAS an amount not less than 100% of the total amount collected pursuant to the levy.**

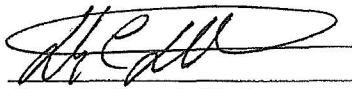
**Remittance will be 3 to 5 times between July 1, 2023 and December 31, 2023, in accordance with the Real Estate Tax Distribution Schedule.**

20094

1. The NWAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2022 through November 30, 2023.**
2. NWAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. NWAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The NWAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold distribution of levied funds upon written notice to the NWAAS, that the NWAAS is violation of State regulations, said funds to be disbursed upon the NWAAS coming into compliance.
5. The NWAAS will submit a tentative FY '24 budget to the Montgomery County Treasurer on or before **August 1, 2023.**
6. The NWAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the NWAAS.
7. The NWAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Treasurer's office on or before **December 31, 2023**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the NWAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The NWAAS shall provide a 3<sup>rd</sup> party audit review every year of the NWAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5<sup>th</sup> year, the next full audit will be due **August of 2028.**
14. The NWAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Montgomery County Board. The County shall allow inspections of its books and records pertaining to its distribution of funds to the NWAAS or its duly authorized agent.

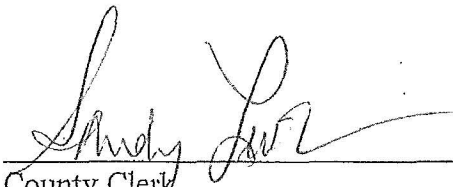
201095

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for NWAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

  
\_\_\_\_\_  
County Board Chairman

7/11/23  
Date

Attest:

  
\_\_\_\_\_  
County Clerk

7/11/23  
Date

**NOKOMIS-WITT AREA AMBULANCE SERVICE**

  
\_\_\_\_\_  
Authorized Representative

14 Jul 23  
Date

PRESIDENT  
\_\_\_\_\_  
Title



Illinois Department of Revenue  
**PTAX-451**

2009

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

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

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

**Step 1: Complete the following information**

- 1 County MONTGOMERY
- 2 Date of county board action 07 / 11 / 2023  
Month Day Year
- 3 Annual salary \$ 137,621.51
- 4 Effective date of salary increase or decrease 07 / 01 / 2023  
Month Day Year
- 5 Check which certified copy you are attaching
  - the resolution
  - minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
  - a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

**Step 2: Complete the following information**

- 6 Check who is receiving the change
  - supervisor of assessments
  - public defender (select full-time or part-time below)
    - full-time  part-time
  - sheriff
- 7 Social Security number of the individual seeking salary reimbursement or with a change in salary
- 8 Name and address of the individual seeking salary reimbursement or with a change in salary  
ERIN MATTSON  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State ZIP

**Step 3: Sign below**

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

9 County Board Chair signature

Doug Donaldson  
Printed name of the county board chair

7, 11, 2023  
Month Day Year

10 County Clerk statement and signature

State of Illinois

Montgomery County

I, Sandy Leitheiser, County Clerk in and for the county of

Montgomery and keeper of the records and seal, do hereby

certify that the above is true and correct.

7, 11, 2023  
Month Day Year

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

Do not write below this line

**Official use only:**

Reason for submission

- change in personnel
- salary adjustment

Documentation received

- resolution
- minutes
- signed statement

Received by

Initials: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year



20097



Illinois Department of Revenue

# PTAX-451

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

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

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

### Step 1: Complete the following information

- County MONTGOMERY
- Date of county board action 07 / 11 / 2023  
Month Day Year
- Annual salary \$ 122,330.23
- Effective date of salary increase or decrease 07 / 01 / 2023  
Month Day Year
- Check which certified copy you are attaching
  - the resolution
  - minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
  - a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

### Step 2: Complete the following information

- Check who is receiving the change
  - supervisor of assessments
  - public defender (select full-time or part-time below)
    - full-time
    - part-time
  - sheriff
- Social Security number of the individual seeking salary reimbursement or with a change in salary  
\_\_\_\_\_
- Name and address of the individual seeking salary reimbursement or with a change in salary  
RICHARD ROBBINS  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State ZIP

### Step 3: Sign below

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

#### 9 County Board Chair signature

Signature of the county board chair

Doug Donaldson  
Printed name of the county board chair

7, 11, 2023  
Month Day Year

#### 10 County Clerk statement and signature

State of Illinois

Montgomery County

I, Sandy Leithaiser, County Clerk in and for the county of

Montgomery and keeper of the records and seal, do hereby

certify that the above is true and correct.

Signature of the county clerk

7, 11, 2023  
Month Day Year

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

Do not write below this line

#### Official use only:

##### Reason for submission

- change in personnel
- salary adjustment

##### Documentation received

- resolution
- minutes
- signed statement

##### Received by

Initials: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

201098

**MONTGOMERY COUNTY BOARD**

July 11, 2023

**RESOLUTION 2023-28.5**

**WHEREAS**, the Montgomery County State's Attorney has been without a second Assistant State's Attorney since April 28, 2023, and;

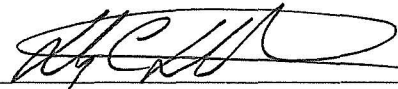
**WHEREAS**, the position has been posted for over 30 days without any applicants, and;

**WHEREAS**, a fully staffed State's Attorney's office is necessary for the protection of the Montgomery County Citizens;

**WHEREAS**, the State's Attorney has an emergency situation and the county has to provide the appropriate resources for him to perform his statutory duties with respect to hiring an Assistant State's Attorney only;

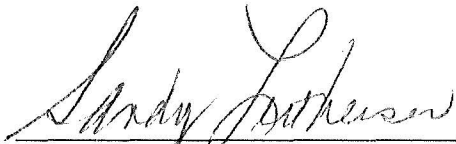
**NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED**, that the County Board of Montgomery County, Illinois, does hereby declare that the State's Attorney has an emergency situation and must take appropriate actions to secure staff for his office.

Passed this 11<sup>th</sup> day of July, 2023.



Doug Donaldson,  
Montgomery County Board Chair

ATTEST:



Sandy Leitheiser,  
Montgomery County Clerk

20|099


**CONTRACT BETWEEN THE COUNTY OF MONTGOMERY AND  
THE NOKOMIS-WITT AREA AMBULANCE SERVICE**

This contract is made and entered into between the County of Montgomery (GRANTOR) and the NOKOMIS-WITT AREA AMBULANCE SERVICE (BENEFICIARY), (EIN: \_\_\_\_\_).

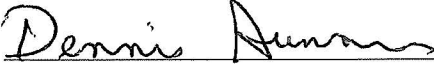
- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$10,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$10,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Board President of the Nokomis-Witt Area Ambulance Service.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

7-11-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dennis Auman  
President  
Nokomis-Witt Area Ambulance Service Board

26 JUN 23  
\_\_\_\_\_  
Date

20200

ORDINANCE 2023-59

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

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

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

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

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

1. An amount not to exceed \$ 10,000.00 shall be made available for the purchase of Pagers for Nokomis Amb.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11<sup>th</sup> day of July, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

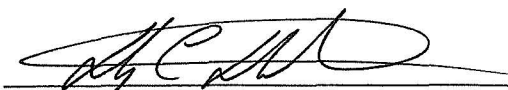
**INTERGOVERNMENTLA AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE FILLMORE FIRE PROTECTION DISTRICT**

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the FILLMORE FIRE PROTECTION DISTRICT (BENEFICIARY), (EIN: 80-0531265).


- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$10,500, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$10,500, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Board President of the Fillmore Fire Protection District.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

7-11-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Fillmore Fire Protection District Board

6-21-2023  
\_\_\_\_\_  
Date

20|102

ORDINANCE 2023-30

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

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

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

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

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

1. An amount not to exceed \$ 10,500.00 shall be made available for the purchase of Pagers for Fillmore FPD.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11<sup>th</sup> day of July, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20103

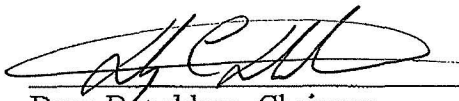
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE RAYMOND-HARVEL FIRE PROTECTION DISTRICT

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the RAYMOND-HARVEL FIRE PROTECTION DISTRICT (BENEFICIARY), (EIN: 37-1142148).

- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$8,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$8,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the President of the Raymond-Harvel Fire Protection District Board.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

7/11/23  
Date

  
\_\_\_\_\_  
President  
Raymond-Harvel Fire Protection District Board

7/5/2023  
Date

20104

ORDINANCE 2023-31

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

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

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

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

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

1. An amount not to exceed \$ 8,000.00 shall be made available for the purchase of Pagers for Raymond FPD

*David*

This Ordinance shall be in effect upon passage.

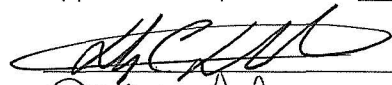
YES: 14


NO: 0

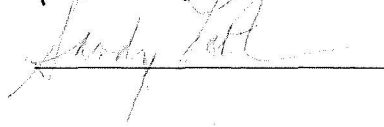
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11<sup>th</sup> day of July, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County



20105

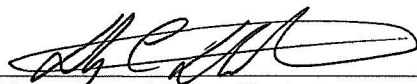
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE VILLAGE OF TAYLOR SPRINGS

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the VILLAGE OF TAYLOR SPRINGS (BENEFICIARY), (EIN: 31-0967925).

- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$5,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

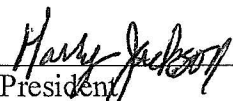
- The Grantor will provide up to \$5,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Board President of the Village of Taylor Springs.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.



Doug Donaldson, Chairman  
Montgomery County Board

7-11-23

Date



Harry Jackson  
President  
Village of Taylor Springs Board

6-21-23

Date

20106

ORDINANCE 2023- 32

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

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

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

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

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

1. An amount not to exceed \$ 5,000.00 shall be made available for the purchase of Pagers for Taylor Springs FD.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11<sup>th</sup> day of July, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County


INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MONTGOMERY AND THE CITY OF WITT

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the CITY OF WITT (BENEFICIARY), (EIN: E 9994-2658-07).

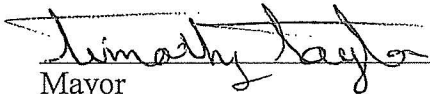
- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$2,500, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery’s regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$2,500, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Mayor of the City of Witt.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

7-11-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor  
City of Witt

6-27-2023  
\_\_\_\_\_  
Date

20108

ORDINANCE 2023-33

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

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

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

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

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

1. An amount not to exceed \$ 2,500.00 shall be made available for the purchase of Pagers for Witt FD.

This Ordinance shall be in effect upon passage.

YES: 11

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11<sup>th</sup> day of July, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20109

**CONTRACT BETWEEN THE COUNTY OF MONTGOMERY AND  
THE RAYMOND-HARVEL AREA AMBULANCE SERVICE**

This contract is made and entered into between the County of Montgomery (GRANTOR) and the RAYMOND-HARVEL AREA AMBULANCE SERVICE (BENEFICIARY), (EIN: 37-1214942)

- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$8,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$8,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Board President of the Raymond-Harvel Area Ambulance Service.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.



Doug Donaldson, Chairman  
Montgomery County Board

7/11/23

Date



Amy Bernhart  
President  
Raymond-Harvel Area Ambulance Service Board

10-26-23

Date

20110

ORDINANCE 2023- 34

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

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

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

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

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

1. An amount not to exceed \$ 8,000.00 shall be made available for the purchase of Pagers for Raymond Amb.

*Wanted*

This Ordinance shall be in effect upon passage.

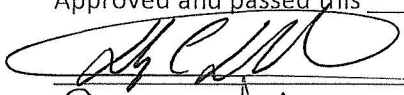
YES: 14

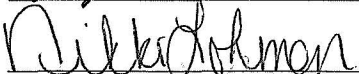
NO: 0

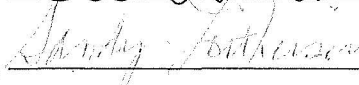
ABSTAIN: 0

ABSENT: 0

Approved and passed this 14<sup>th</sup> day of July, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

20|11|

ORDINANCE 2023-35

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

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

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

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

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

1. An amount not to exceed \$ 40,000.00 shall be made available for the purchase of Data Storage for Sheriff-Body Cam footage.

This Ordinance shall be in effect upon passage.

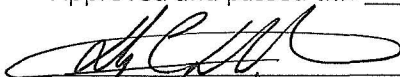
YES: 14

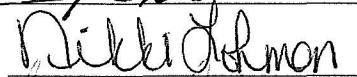
NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11<sup>th</sup> day of July, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County



20/12

Billing Address:  
MONTGOMERY COUNTY  
SHERIFF'S DEPARTMENT  
140 N MAIN ST  
HILLSBORO, IL 62049  
US

Quote Date:05/23/2023  
Expiration Date:08/21/2023  
Quote Created By:  
Salvatore Baldassano  
Sam.Baldassano@  
motorolasolutions.com

End Customer:  
MONTGOMERY COUNTY SHERIFF'S  
DEPARTMENT  
Jeff Roach  
jeffr@montgomerycountyil.gov  
2175329511

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		VideoManager EL: Video Evidence Management					
1	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$6,250.00	\$5,000.00	\$5,000.00
2	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	15	5 YEAR	\$5,593.75	\$4,475.00	\$67,125.00
3	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA	15	5 YEAR	\$4,343.75	\$3,475.00	\$52,125.00

Grand Total

~~\$124,250.00(USD)~~





Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$36,062.50	\$28,850.00
Year 2 Subscription Fee	\$29,812.50	\$23,850.00
Year 3 Subscription Fee	\$29,812.50	\$23,850.00
Year 4 Subscription Fee	\$29,812.50	\$23,850.00
Year 5 Subscription Fee	\$29,812.50	\$23,850.00
Grand Total System Price	\$155,312.50	\$124,250.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Total cost \$41,800  
per Shuff/b email (attached)

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## Camera Storage Quote

---

Jeff Roach <jeffr@montgomerycountyil.gov>

Tue, Jul 11, 2023 at 2:59 PM

To: Sandy Leitheiser <sandyl@montgomerycountyil.gov>

No problem. On page three in the middle column there is a \$5000.00, amount, a \$4,475.00 amount, and a \$3,475 amount. Those amounts are the annual unlimited storage fee and training for all the cameras. Then on page 4 the subscription fees are broken up into years. The first year is 28,850.00. That should be cover everything for the one year.

[Quoted text hidden]

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-03

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1248 E. 14th Rd.	Irving Road District	50 %	\$15,000.00
	Montgomery County	50 %	\$15,000.00
TOTAL =		100 %	\$ 30,000.00

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

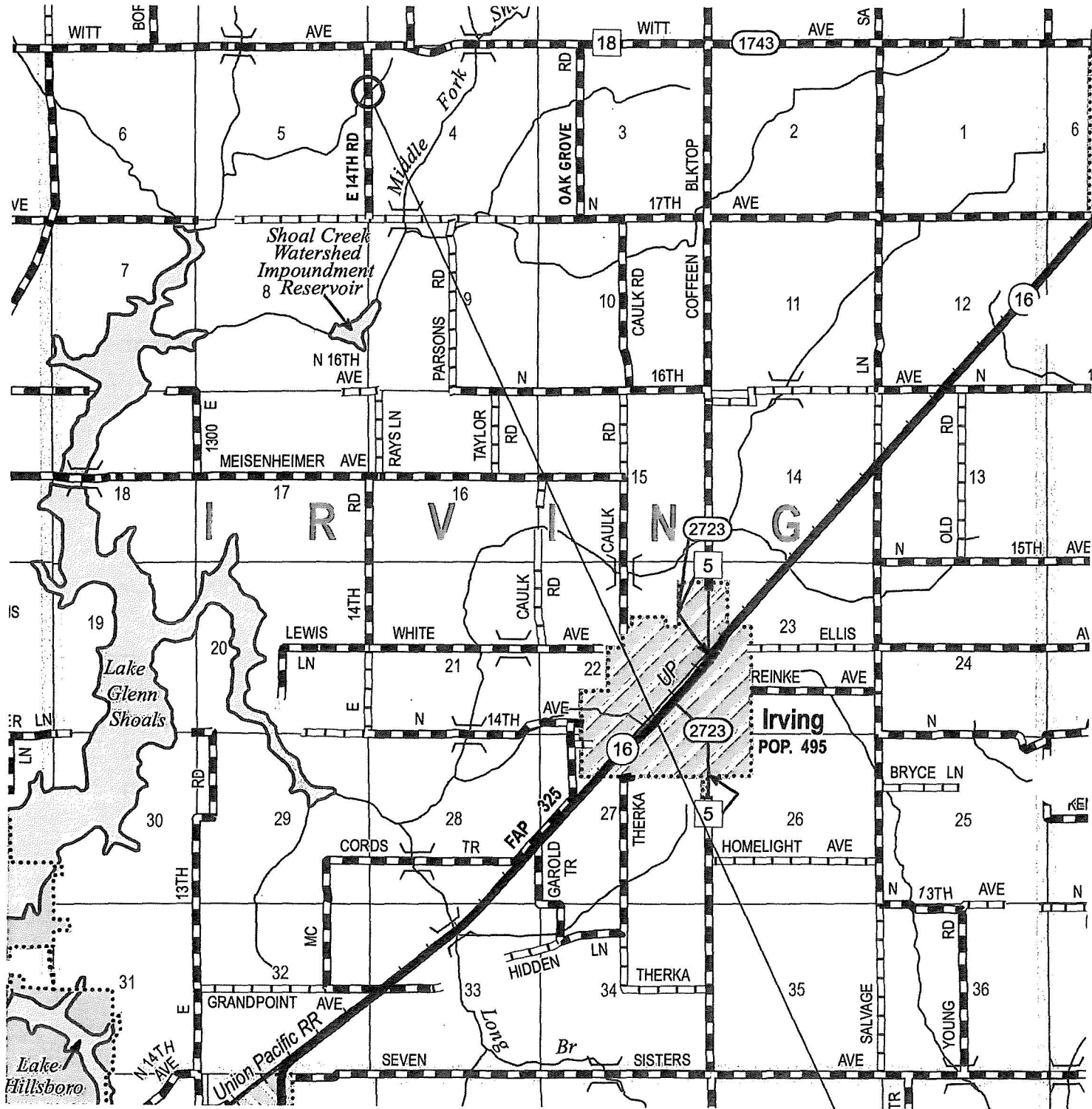
Approved and adopted by the Montgomery County Board this 11th day of July, 2023.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1248  
50/50 Culvert Replacement  
Irving Township

20116



Proposed 66"ERS x 40' Polycoated Pipe Culvert

20117

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-04

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1250 E. 1st Rd.	South Litchfield Road District	50 %	\$9,000.00
	Montgomery County	50 %	\$9,000.00
TOTAL =		100 %	\$ 18,000.00

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

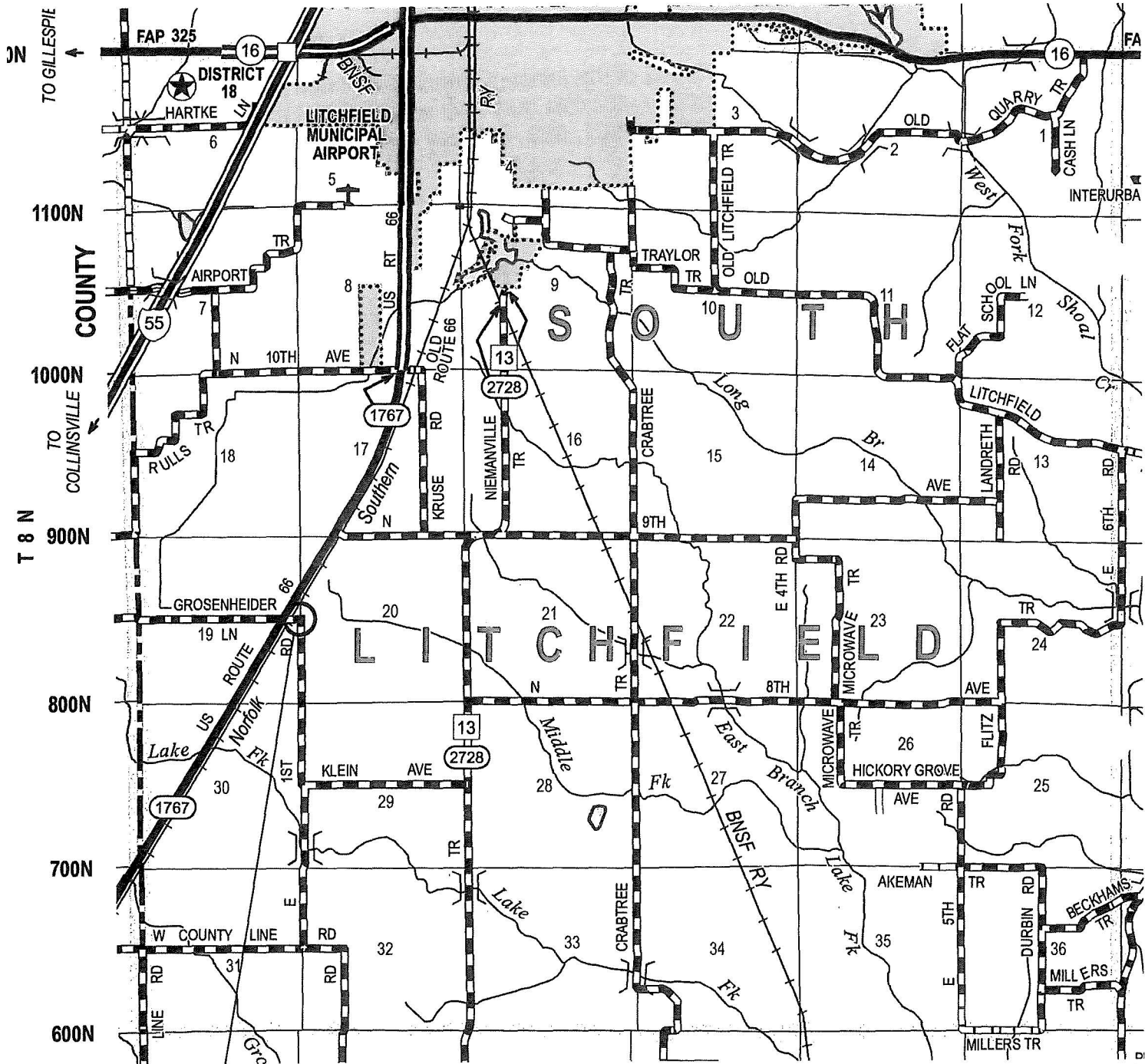
Approved and adopted by the Montgomery County Board this 11th day of July, 2023.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

20118

MCHD Proj. #1250  
50/50 Culvert Replacement  
South Litchfield Township



Proposed 48" ERS x 57' Polycoated Pipe Culvert

20119

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-05

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

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

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

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

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

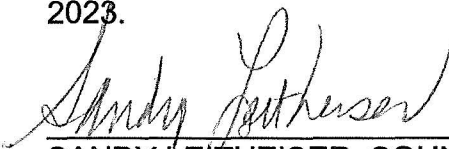
NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1251 N. 18 <sup>th</sup> Ave. C.H. #25	Montgomery County	100 %	\$12,000.00
		%	

TOTAL = 100 % \$12,000.00

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

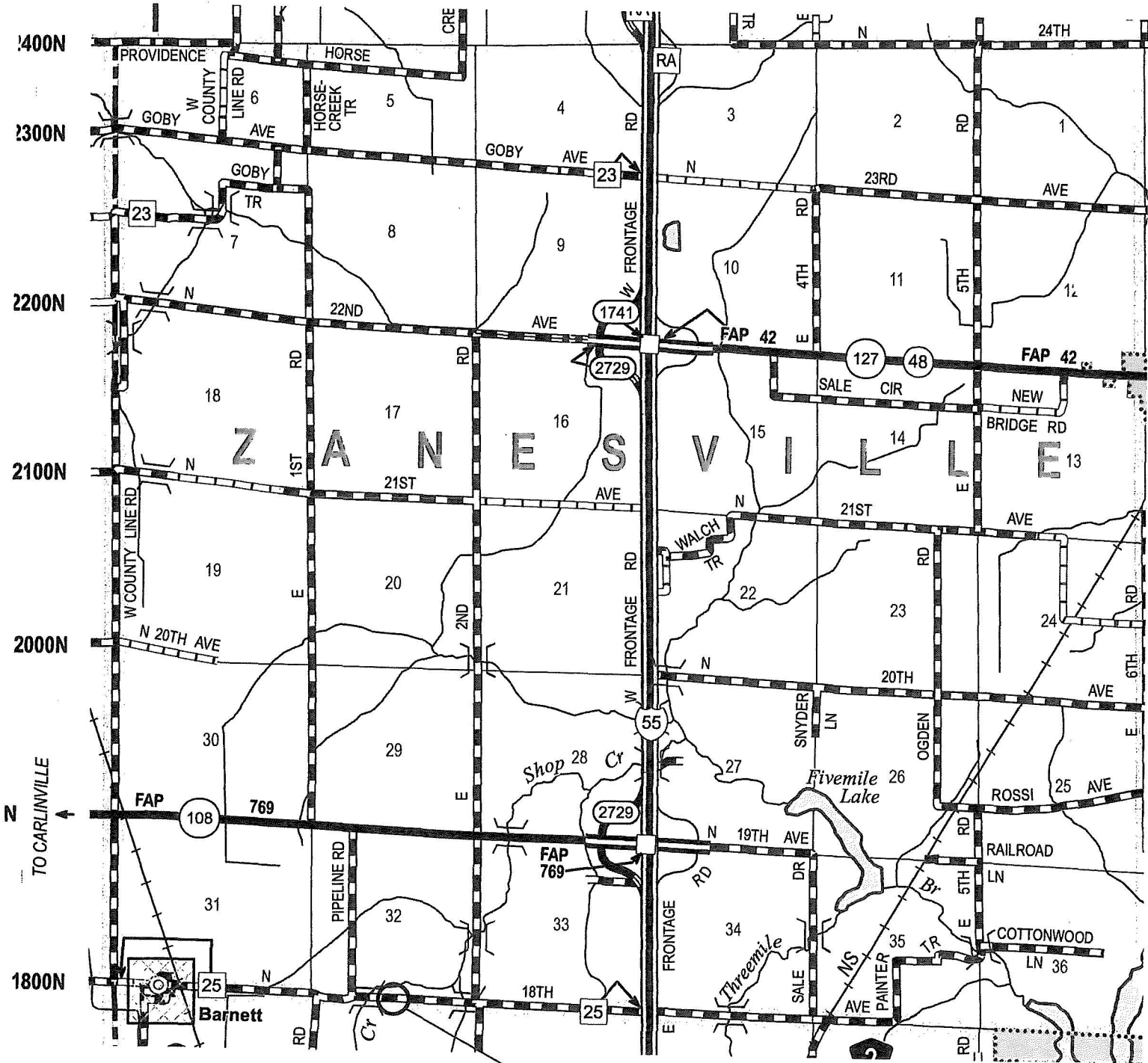
Approved and adopted by the Montgomery County Board this 11th day of July, 2023.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

20120

MCHD Proj. #1251  
100% County Culvert Replacement  
N. 18th Ave. - CH 25 - Zanesville/N. Litchfield Township



Proposed 30"Ø x 70' Polycoated Pipe Culvert



20121

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-06

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1252 E. 21st Rd.	Witt Road District	50 %	\$6,000.00
	Montgomery County	50 %	\$6,000.00

TOTAL = 100 % \$ 12,000.00

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

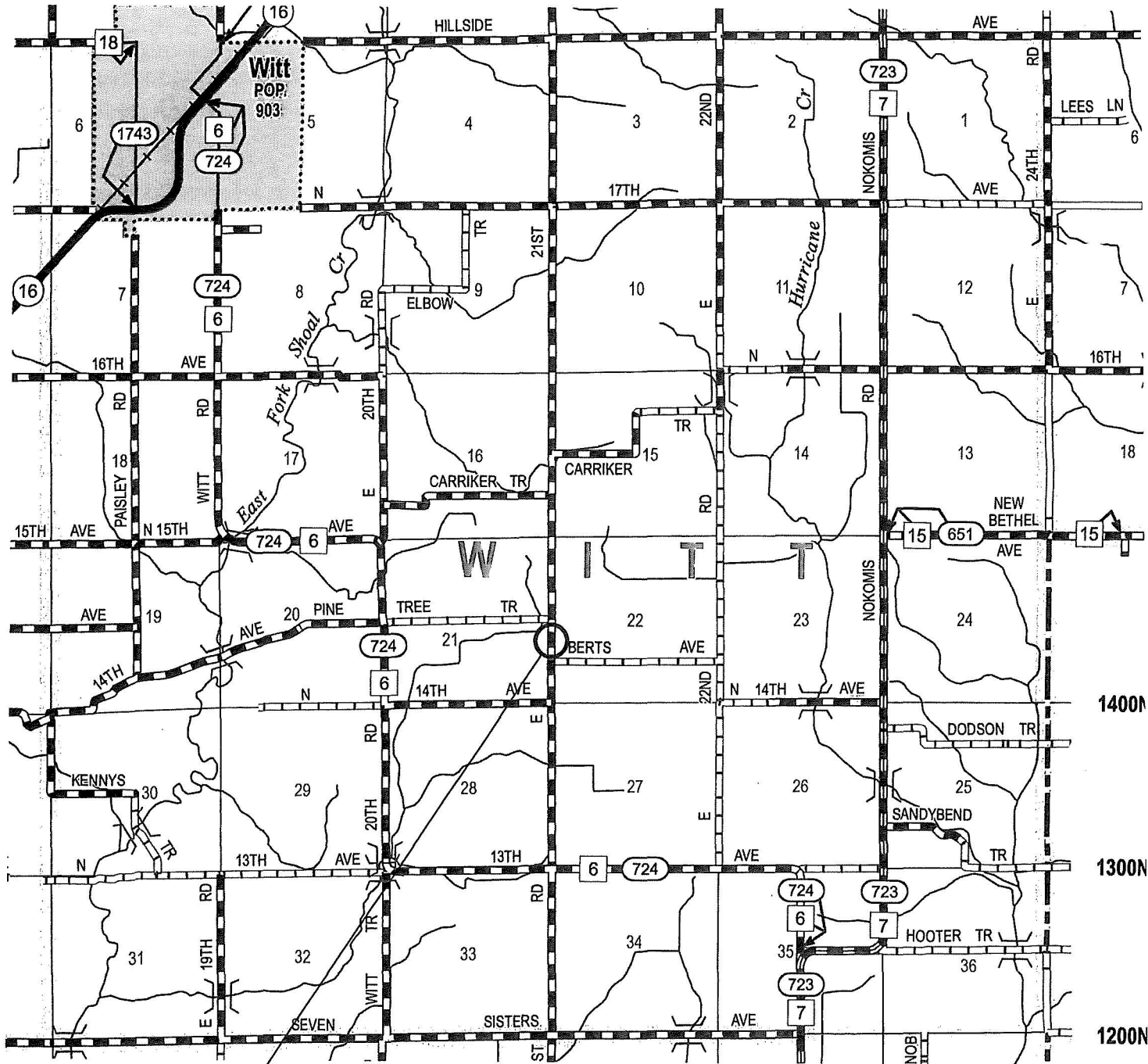
Approved and adopted by the Montgomery County Board this 11th day of July, 2023.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

20122

# MCHD Proj. #1252 50/50 Culvert Replacement Witt Township



Proposed 42"ERS x 32' Polycoated Pipe Culvert

20|23

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-07

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1253 E. 20th Rd.	Witt Road District	50 %	\$13,000.00
	Montgomery County	50 %	\$13,000.00

TOTAL = 100 % \$ 26,000.00

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

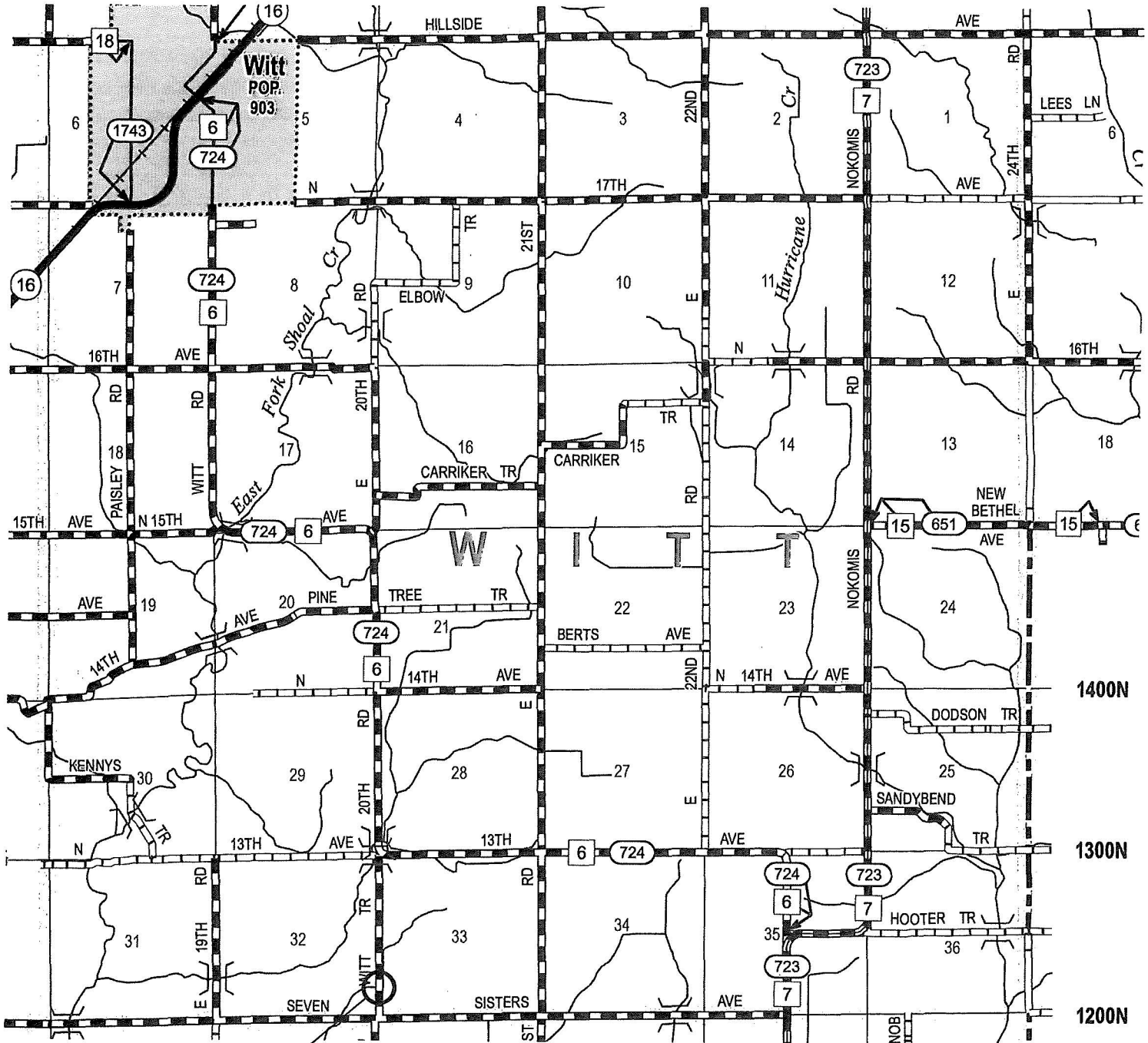
Approved and adopted by the Montgomery County Board this 11th day of July, 2023.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

20124

# MCHD Proj. #1253 50/50 Culvert Replacement Witt Township



Proposed (2) 60"ERS x 42' Polycoated Pipe Culverts

20|125

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-08

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

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

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

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


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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1254 E. 17th Rd.	Rountree Road District	50 %	\$21,000.00
	Montgomery County	50 %	\$21,000.00
TOTAL =		100 %	\$ 42,000.00

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

Approved and adopted by the Montgomery County Board this 11th day of July, 2023.



SANDY LEITHEISER, COUNTY CLERK

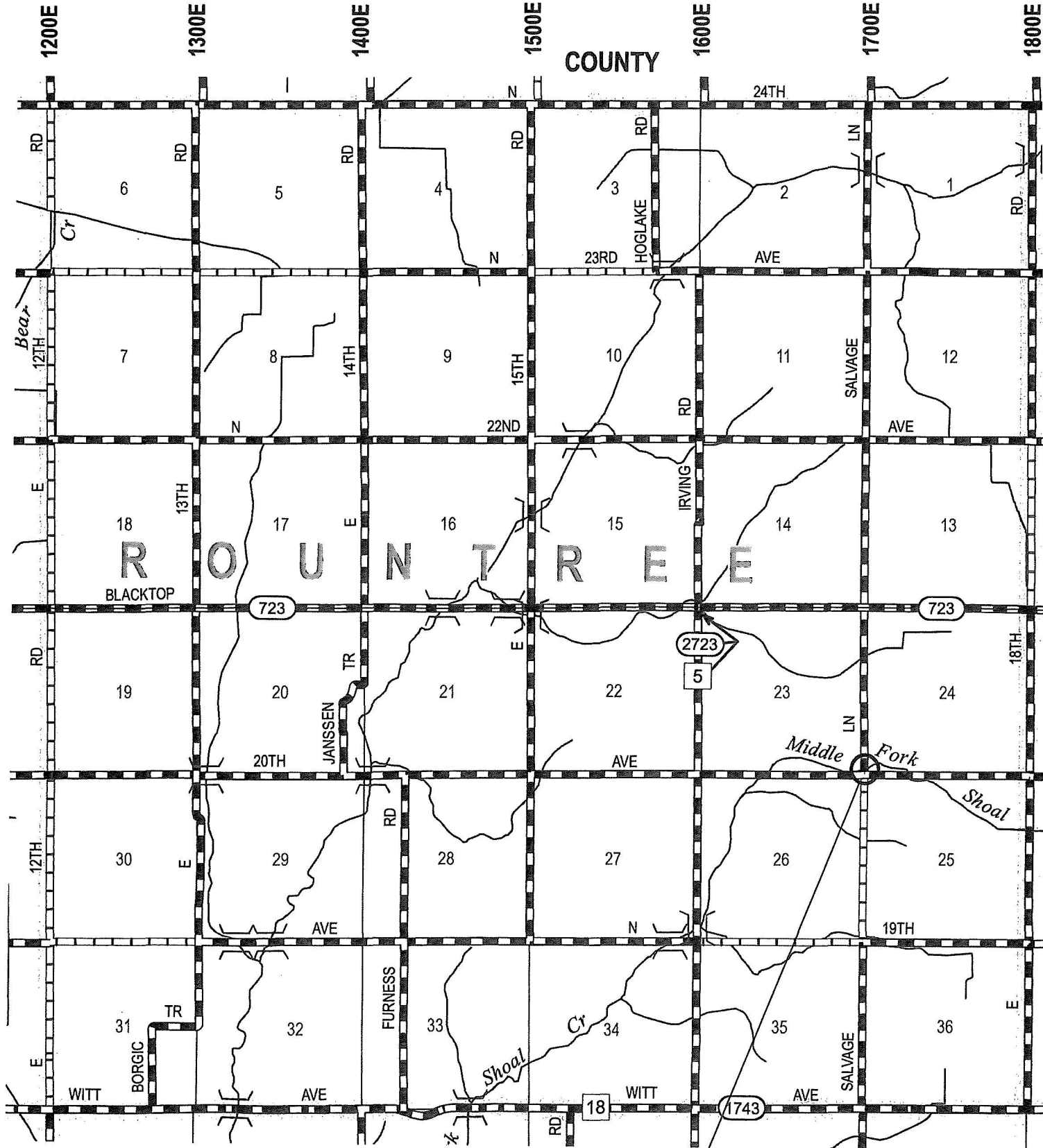
(SEAL)

MCHD Proj. #1254  
50/50 Culvert Replacement  
Rountree Township

20126

R 3 W

COUNTY



Proposed (2) 78"Ø x 59' Polycoated Pipe Culverts



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Montgomery County	Montgomery	20-00144-00-FP	
Project Number	Contact Name	Phone Number	Email
	Cody Greenwood	(217) 532-6109	montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Locust St/Walshville Trail	CR 475N/600E	5000.0'	N/A

Location Termini:

Project Description:

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WHKS & Company	Rick Allender	(217) 483-9457	rallender@whks.com

Address	City	State	Zip Code
3695 S. 6th St. Frontage Rd. West, Suite A	Springfield	IL	62703

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

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

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

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

AGREEMENT EXHIBITS

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

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

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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



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

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$148,493.63 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

**III. IT IS MUTUALLY AGREED,**

To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the

LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

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

For Preliminary Engineering Contracts:

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Company	42-0943938	\$148,493.63
Subconsultants		
	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$148,493.63
Total for all work		\$148,493.63

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

County

of

Montgomery County

By (Signature & Date)

*Andy Johnson*

By (Signature & Date)

*[Signature]*

Local Public Agency

Montgomery County

Local Public Agency Type

County

Clerk

Title

County Board Chairman

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

WHKS & Company

By (Signature & Date)

[Signature & Date Box]

By (Signature & Date)

[Signature & Date Box]

Title

[Title Box]

Title

[Title Box]

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date Box]

20133

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	WHKS & Company	Montgomery	20-00144-00-FP

**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

- a. Perform detailed surveys as necessary for the preparation of Phase I reports.
- b. Perform Right-of-Way (ROW) investigations to establish existing ROW.
- c. Provide soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Provide necessary environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request (ESR) submittal and coordination with the Illinois Department of Agriculture.
- e. Prepare four (4) Intersection Design Studies and submit for IDOT approval.
- f. Prepare one (1) Project Development Report and submit for IDOT approval.
- g. Prepare one (1) Abbreviated Location Drainage Study to verify existing and proposed drainage.
- h. Prepare exhibits for and attend one (1) public meeting.

20134

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	WHKS & Company	Montgomery	20-00144-00-FP

**EXHIBIT B  
PROJECT SCHEDULE**

Complete Phase I Project Development Report by 10/31/2024.

20135

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	WHKS & Company	Montgomery	20-00144-00-FP

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

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

Form Not Applicable (engineering services less than the threshold)

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

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



EXHIBIT E

Engineering Estimate Summary	
WHKS Labor Fee (Est)	\$ 117,422.50 83.0%
WHKS Direct Cost (Est)	\$ 1,000.00 0.7%
Survey/ROW Investigation (Included)	\$ 15,000.00 10.6%
Soil Borings & RGR	\$ 8,000.00 5.7%
Contingency	5%
<b>Total Engineering Estimate</b>	<b>\$ 148,493.53</b>

% of Estimated Construction Cost	
Est. Construction Cost	\$ 1,000,000.00

3995 S. 6th Street, Suite A  
Springfield, IL 62763  
Phone: (217) 483-9458  
Fax: (217) 483-9458

**Project Data**

Client: Montgomery County Highway Dept.  
Project: Walshville Bypass Phase I  
Section No.: 20-00144-00-FP  
Structure #s: NA

Scope: Phase I study, consisting of geometric evaluation of 3 potential corridors and Project Development Report to support the recommended alternative. Perform field survey, obtain roadway soil borings, and abbreviated location drainage study. Prepare ESR for preferred alignment to gain environmental approval from Department. Perform ROW research to assist with land owner impacts. Prepare public involvement exhibits and attend 1 public meeting.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin
<b>001 Project Administration</b>																
01 Project Admin and Management	15	15														
02 Billing/Invoicing (1 hours/invoice x 6 invoices)	6	6														
03 Sub-Consultant Coordination	4	4														
04 Project Kickoff and Closeout	8	2	2	2								2				
	0															
	0															
Labor Hours Subtotal	34	28	2	2	0	0	0	0	0	0	0	2	0	0	0	0
Labor Costs Subtotal	\$ 7,312.50	\$ 6,370.00	\$ 422.50	\$ 260.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260.00	\$ -	\$ -	\$ -	\$ -
	5.2%															
<b>002 Survey</b>																
01 Topo Survey (by others)	0															
02 Process survey	16											16				
	0															
Labor Hours Subtotal	16	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0
Labor Costs Subtotal	\$ 2,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,080.00	\$ -	\$ -	\$ -	\$ -
	1.5%															
<b>003 Phase I</b>																
01 Geometric Evaluation (3 Potential Corridors)	55	4	20	10								21				
02 ESR Submittal (Chosen Alignment)	18		2	8								8				
03 Project Development Report	98	8	40	20								30				
04 Illinois Department of Agriculture Coordination	20	4	8	8												
05a Intersection Design Study-Locust St & Eiert Trail	70		50									20				
05b Intersection Design Study-Eiert Trail & C St	55		40									15				
05c Intersection Design Study-Hambly Ln & A St	55		40									15				
05d Intersection Design Study-Hambly Ln & Walshville Trail	70		50									20				
06a Public Involvement-Prepare Exhibits/Scrolling Powerpoint	28	4	12									12				
06b Public Involvement-Attend 1 In-Person Public Meeting 1 meeting, 2 people, 4 hr meeting, 2 hr round trip travel	12	6	6													
07 LA & IDOT Coord/Review comments	18	4	8									8				
08 Abbreviated Location Drainage Study (Chosen Alignment)	64		8	40								16				
Labor Hours Subtotal	563	30	282	86	0	0	0	0	0	0	0	165	0	0	0	0
Labor Costs Subtotal	\$ 99,027.50	\$ 6,825.00	\$ 59,572.50	\$ 11,180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,450.00	\$ -	\$ -	\$ -	\$ -
	76.0%															

2013





EXHIBIT E

Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 117,422.50	83.0%
WHKS Direct Cost (Est)	\$ 1,000.00	0.7%
Survey/ROW Investigation (included)	\$ 15,000.00	10.6%
Soil Borings & RGR	\$ 8,000.00	5.7%
Contingency 5%	\$ 7,071.13	
<b>Total Engineering Estimate</b>	<b>\$ 148,493.63</b>	

% of Estimated Construction Cost	
Est. Construction Cost	\$ 1,000,000.00

3986 S. 6th Street, Suite A  
Springfield, IL 62703  
Phone: (217) 483-3458  
Fax: (217) 483-3458

**Project Data**

Client: Montgomery County Highway Dept.  
Project: Walshville Bypass Phase I  
Section No.: 20-00144-00-FP  
Structure #: NA

Scope: Phase I study, consisting of geometric evaluation of 3 potential corridors and Project Development Report to support the recommended alternative. Perform field survey, obtain roadway soil borings, and abbreviated location drainage study. Prepare ESR for preferred alignment to gain environmental approval from Department. Perform ROW research to assist with land owner impacts. Prepare public involvement exhibits and attend 1 public meeting.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
004 Miscellaneous																
01 Field Check of Project (60%)	8		4	4												
02 County Board Meetings	8	8														
2 meeting, 1 person, 2 hr meeting, 2 hr round trip travel																
Labor Hours Subtotal	16	8	4	4	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 3,185.00	\$ 1,820.00	\$ 845.00	\$ 520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	23%															
005 QC/QA																
02 Roadway QC/QA	28	14	10	4												
Labor Hours Subtotal	28	14	10	4	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 5,817.50	\$ 3,185.00	\$ 2,112.50	\$ 520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	41%															
Total Labor Hours	67	80	298	66	0	0	0	0	0	0	0	183	0	0	0	0
Total Labor Cost	\$177,422.50	\$ 18,200.00	\$ 62,952.50	\$ 12,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,790.00	\$ -	\$ -	\$ -	\$ -

20137



Using Federal Funds?  Yes  No

Agreement For: **MFT PE**

Agreement Type: **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Montgomery County	Montgomery	23-05122-00-PV	N/A
Project Number	Contact Name	Phone Number	Email
N/A	Cody Greenwood	(217) 532-6019	montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
E 24th Rd	TR 6 (Fayette)	2000'	068-3250
Location Termini			Add Loc
Along E 24th Rd where crossing Dry Fork			Remove Loc

Project Description

Survey and hydraulic analysis of potential effects of adjusting the profile of the roadway.

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

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

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

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

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

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

## AGREEMENT EXHIBITS

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

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

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

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

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum \$20,000.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

**III. IT IS MUTUALLY AGREED,**

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

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and 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 and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hurst-Rosche, Inc.	37-0889933	\$20,000.00
Subconsultants		
Subconsultant Total		
Prime Consultant Total		\$20,000.00
Total for all work		\$20,000.00

20143

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest: The County of Montgomery County

By (Signature & Date)

Signature: Andy Luthersed

By (Signature & Date)

Signature: [Handwritten Signature]

Local Public Agency

Local Public Agency Type

Montgomery County

County

Clerk

Title

County Board Chairman

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest: Hurst-Rosche, Inc.

By (Signature & Date)

Signature: [Handwritten Signature] 6/22/23

By (Signature & Date)

Signature: [Handwritten Signature] 6/22/23

Title

Senior Project Manager, CFO

Title

VP of Operations

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date Box]

20144

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc.	Montgomery	23-05122-00-PV

**EXHIBIT A  
SCOPE OF SERVICES**

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

Preliminary hydraulic analysis services including:  
Field topographic survey of the Dry Fork crossing and approach roadways.  
Field hydraulic survey along Dry Fork and limited survey along Hurricane Creek for backwater effects.  
Hydraulic study of the existing conditions and proposed alignment adjustments.  
Letter report summarizing the study.



20145

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc.	Montgomery	23-05122-00-PV

**EXHIBIT B  
PROJECT SCHEDULE**

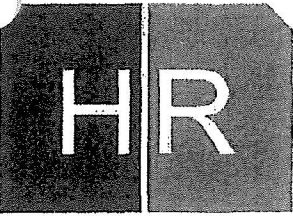
Fall/Winter 2023

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc.	Montgomery	23-05122-00-PV

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

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

Form Not Applicable (engineering services less than the threshold)



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

20/147

July 27, 2023

Mrs. Chris Daniels  
County Board Administrator  
Montgomery County  
#1 Courthouse Square,  
2nd Floor - Room 202  
Hillsboro, IL 6204

RE: Montgomery County Courthouse  
Coffeen Solar Project – "134 CIPS Lane Coffeen, IL 62017"  
Hillsboro, Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Coffeen Solar Project – located at 134 CIPS Lane Coffeen, IL 62017 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with Section D. Permitting of the Ordinance.
2. Evaluate the Compliance in accordance with Section E. of the Ordinance.
3. Review the Principal Uses of the permit in accordance with Section F of the Ordinance.
4. Report our findings with a Summary Letter and an associated Checklist Table.
5. Attend a County Board meeting to present our findings.
6. Complete additional reviews of additional submittals as needed.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$2,500 that will be reimbursed by the petitioner.

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

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

Sincerely,

HURST-ROSCHE, INC.

Jeremy Connor, P.E.  
Vice-President

Jeremy Connor, PE  
Vice-President of Operations

JJC:sb  
Enclosure

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

**ACCEPTED BY:**

Signature

8-8-23  
Date

## Terms and Conditions

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

### ACCESS TO SITE

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

### FEE

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

### BILLINGS/PAYMENTS

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

### INDEMNIFICATIONS

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

### INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

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

### CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

### RISK ALLOCATION

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

### TERMINATION OF SERVICES

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

### OWNERSHIP DOCUMENTS

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

### DISPUTE RESOLUTION

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

20149

FY 2023

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND  
HILLSBORO AREA AMBULANCE SERVICE

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

The County will levy a Special Service Area Ambulance Tax (\$109,000.00), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 2023, the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 3 to 5 times between July 1, 2023 and December 31, 2023, in accordance with the Real Estate Tax Distribution Schedule.

*Continued on Page 2*

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2022 through November 30, 2023.
2. HAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. HAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The HAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold distribution of levied funds upon written notice to the HAAS, that the HAAS is violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.
5. The HAAS will submit a tentative FY '24 budget to the Montgomery County Treasurer on or before August 1, 2023.
6. The HAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.
7. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Treasurer's office on or before December 31, 2023, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The HAAS shall provide a 3<sup>rd</sup> party audit review every year of the HAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5<sup>th</sup> year, the next full audit will be due August of 2028.
14. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Montgomery County Board. The County shall allow inspections of its books and records pertaining to its distribution of funds to the HAAS or its duly authorized agent.

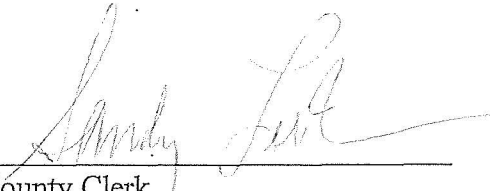
20151

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for HAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

  
County Board Chairman


8-8-23  
Date

Attest:

  
County Clerk

8/7/23  
Date

HILLSBORO AREA AMBULANCE SERVICE

  
Authorized Representative

8-1-23  
Date

President  
Title



OFFICE OF  
MONTGOMERY COUNTY TREASURER  
AND COLLECTOR  
1 Courthouse Square, Room 101, Hillsboro, Illinois 62049

20152

April 7, 2023

Hillsboro Ambulance District  
1140 School St  
Hillsboro, IL 62049

RE: Distribution Contract

To Whom It May Concern:

Enclosed is the new 2023 agreement between the Montgomery County Board and the Hillsboro Area Ambulance Service. This agreement is for the distribution of taxes of the levy for the service district from the Montgomery County Treasurer's Office. Please read it over, sign and return it at your earliest convenience. This agreement must be returned before your distribution can be released for FY22 taxes payable FY23.

Within this agreement are the dates, also, in which your FY 24 budget needs to be submitted to the Treasurer's office to begin the levy process for the FY 24 budget year. Also, just a reminder, a full audit needs to be submitted to the Montgomery County Board by August of 2023 per the signed agreement of 2021. This is requested every five years.

If you have any questions or concerns please feel free to reach out to my office and we will be happy to assist in way we can. Thank you for your cooperation.

Montgomery County Treasurer

Nikki Lohman





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

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

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-04-253-013

As described in certificates(s) : 2019-00280 sold October 2020

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

WHEREAS, City of Litchfield, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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

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

ADOPTED by roll-call vote this 8<sup>th</sup> day of August, 2013

ATTEST:

Sandy Lutz  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN



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

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

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-05-226-012

As described in certificate(s) : 2019-00303 sold October 2020

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

WHEREAS, City of Litchfield, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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

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

ADOPTED by roll-call vote this 8<sup>th</sup> day of August, 2023.

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-32-458-012

As described in certificate(s) : 2019-00210 sold October 2020

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

WHEREAS, City of Litchfield, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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

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

ADOPTED by roll call vote this 9th day of August, 2023

ATTEST:  
Sandy Lethenier  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-318-002

As described in certificates(s) : 2019-00225 sold October 2020

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

WHEREAS, City of Litchfield, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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

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

ADOPTED by roll-call vote this 8<sup>th</sup> day of August, 2023

ATTEST:  
Sandy Peterson  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

20157


INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE COFFEEN FIRE PROTECTION DISTRICT

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the COFFEEN FIRE PROTECTION DISTRICT (BENEFICIARY), (EIN: 31-0509025 ).

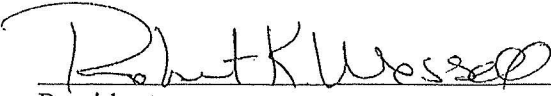
- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$3,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$3,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Board President of the Coffeen Fire Protection District.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

8-8-23  
Date

  
\_\_\_\_\_  
President  
Coffeen Fire Protection District Board

8/8/23  
Date

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

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

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

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

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

- 1. An amount not to exceed \$ 3,000.00 shall be made available for the purchase of Pagers for Coffeen FPD.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: —

ABSENT: —

Approved and passed this 8<sup>th</sup> day of Aug, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

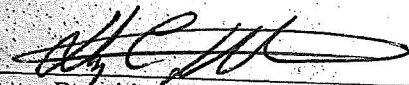
**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MONTGOMERY AND THE NOKOMIS FIRE PROTECTION DISTRICT**

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the NOKOMIS FIRE PROTECTION DISTRICT (BENEFICIARY), (EIN: 36-4528247).

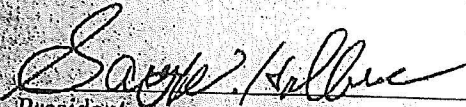
- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$2,500, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

**Terms:**

- The Grantor will provide up to \$2,500, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the President of the Nokomis Fire Protection District Board.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
Doug Donaldson, Chairman  
Montgomery County Board

8-8-23  
Date

  
Barry Hill  
President  
Nokomis Fire Protection District Board

8-8-2023  
Date

20160

ORDINANCE 2023-37

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

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

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

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

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

- 1. An amount not to exceed \$ 2,500.00 shall be made available for the purchase of Pagers for Nokomis FPD.

This Ordinance shall be in effect upon passage.

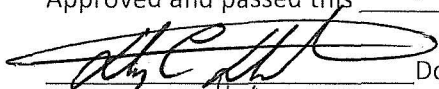
YES: 14

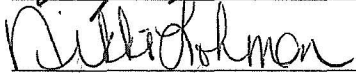
NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 8<sup>th</sup> day of Aug, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County



20161

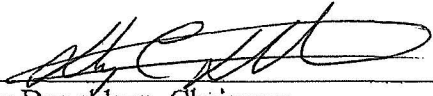
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE SHOAL CREEK FIRE PROTECTION DISTRICT

This intergovernmental agreement is made and entered into between the County of Montgomery (GRANTOR) and the SHOAL CREEK FIRE PROTECTION DISTRICT (BENEFICIARY), (BIN: 37-1194644 ).

- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$3,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$3,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the President of the Shoal Creek Fire Protection District Board.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

8-8-23  
Date

  
\_\_\_\_\_  
President  
Shoal Creek Fire Protection District Board

7-9-2023  
Date

20162

ORDINANCE 2023-38

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

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

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

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

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

1. An amount not to exceed \$ 3,000.00 shall be made available for the purchase of Pagers for Shoal Creek FPD.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 8<sup>th</sup> day of August, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

2023

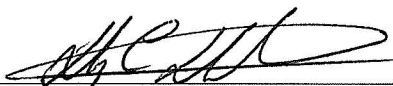
**CONTRACT BETWEEN THE COUNTY OF MONTGOMERY AND  
THE HILLSBORO AREA AMBULANCE SERVICE**

This contract is made and entered into between the County of Montgomery (GRANTOR) and the HILLSBORO AREA AMBULANCE SERVICE (BENEFICIARY), (EIN: \_\_\_\_\_).

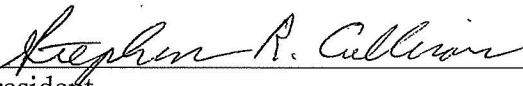
- The Grantor agrees to provide the Beneficiary with a grant not to exceed \$5,000, which represents the estimated price of pagers;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase pager(s).

Terms:

- The Grantor will provide up to \$5,000, which represents the estimated purchase price of pagers.
- The Beneficiary will provide the Grantor with invoice(s) as proof of purchase of the pagers.
- The Beneficiary will absolve the Grantor of any liability regarding the pagers. Liability of the machines will be the responsibility of the Beneficiary.
- The Grantor is not responsible for any ongoing cost of maintenance associated with the pagers.
- The Grantor is not responsible for any cost of insurance associated with the pagers.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Board President of the Hillsboro Area Ambulance Service.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
 \_\_\_\_\_  
 Doug Donaldson, Chairman  
 Montgomery County Board

8-8-23  
 Date

  
 \_\_\_\_\_  
 Stephen R. Calloway  
 President  
 Hillsboro Area Ambulance Service Board

7-11-23  
 Date

20164

ORDINANCE 2023-39

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

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

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

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

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

1. An amount not to exceed \$ 5,000.00 shall be made available for the purchase of Pagers for Hillsboro Amb.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 8<sup>th</sup> day of Aug, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20165

AMERESCO 

ENERGY SERVICES AGREEMENT

BY AND BETWEEN

MONTGOMERY COUNTY

AND

AMERESCO, INC.

20166

MONTGOMERY  
COUNTY

Sandy Leitheiser <sandyi@montgomerycountyil.gov>

---

**Ameresco**

---

Daniel Robbins <danielr@montgomerycountyil.gov>  
To: Sandy Leitheiser <sandyi@montgomerycountyil.gov>

Fri, Aug 4, 2023 at 4:04 PM

Total cost is 1,091,144  
minus 12,241  
is 1,078,905  
add 50,000  
should be 1,128,903  
which is what was approved

[Quoted text hidden]

20167

ORDINANCE 2023-40

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

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

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

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

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

1. An amount not to exceed \$ 1,128,903.00 shall be made available for the purchase of New Courthouse Renovations for Circuit Clerk.

This Ordinance shall be in effect upon passage.

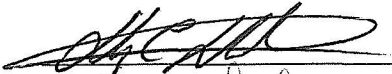
YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 8<sup>th</sup> day of Aug., 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

20168

*2nd Draft*

30

	Projects	Avg.	Rk App	Amt.*	Run Tot.	
1	EMA Radios	9.11	100%	\$22,000.00	\$22,000.00	\$18,333.15
2	FW Amb. New Ambulance	9.24	94%	\$127,194.60	\$149,194.60	\$127,194.60
3	RH Amb. New Ambulance	10.94	94%	\$196,800.00	\$345,994.60	\$196,800.00
4	ETSB Fiber Tower	13.06	100%	\$40,000.00	\$385,994.60	\$40,000.00
5	Health Panic Buttons	14.06	100%	\$6,000.00	\$391,994.60	
6	Health Entrance	14.50	100%	\$9,000.00	\$400,994.60	
7	County-wide Pagers	14.94	100%	\$57,500.00	\$458,494.60	
8	IS Fiber Redund.	17.00	100%	\$60,000.00	\$518,494.60	\$60,000.00
9	Nokomis Siren	17.17	100%	\$21,000.00	\$539,494.60	\$21,000.00
10	EMA Towers/Generators	17.56	100%	\$80,000.00	\$619,494.60	\$74,800.00
11	CoC Digit Rec	18.18	94%	\$218,705.00	\$838,199.60	\$218,705.00
12	CiC ADA Comp.	18.25	89%	\$856,000.00	\$1,694,199.60	
13	IS Share Storage	18.67	100%	\$40,000.00	\$1,734,199.60	
14	Treasurer Digit Rec	18.71	94%	\$511,000.00	\$2,245,199.60	\$510,924.00
15	Fillmore Police Squad Car	19.00	94%	\$27,600.00	\$2,272,799.60	\$27,600.00
16	EMA Building	19.28	100%	\$30,000.00	\$2,302,799.60	
17	Health Generator	19.28	100%	\$15,000.00	\$2,317,799.60	
18	CiC Barrier & Sec.	19.41	89%	\$544,000.00	\$2,861,799.60	
19	ETSB Scalable UPS	19.47	94%	\$25,000.00	\$2,886,799.60	
20	Litchfield Siren	19.61	100%	\$20,400.00	\$2,907,199.60	
21	IS Video Back Storage	19.67	100%	\$24,000.00	\$2,931,199.60	
23	Health Telephones	20.33	100%	\$48,000.00	\$2,979,199.60	
24	SA Cellbrite	20.44	100%	\$50,000.00	\$3,029,199.60	
25	FW Fire SCBA	21.47	94%	\$19,891.20	\$3,049,090.80	
26	Raymond Lift Stations	22.06	89%	\$90,000.00	\$3,139,090.80	
27	Raymond Fire Skid Unit	22.13	89%	\$13,977.60	\$3,153,068.40	
28	ETSB Data Room UPS	23.29	94%	\$25,000.00	\$3,178,068.40	
29	Taylor Springs Generators	23.38	89%	\$50,160.60	\$3,228,229.00	
30	WVFD Boots	24.73	83%	\$8,906.25	\$3,237,135.25	
31	ETSB Map Books	24.94	94%	\$3,000.00	\$3,240,135.25	
32	CS/IS Audiovisual	26.56	100%	\$140,000.00	\$3,380,135.25	
33	Litchfield Police SUV	26.81	89%	\$26,100.00	\$3,406,235.25	
34	Raymond Water Maps	29.57	78%	\$9,600.00	\$3,415,835.25	
35	Health Culvert	31.56	100%	\$1,800.00	\$3,417,635.25	
36	Litchfield Patrol Boat	35.40	83%	\$36,000.00	\$3,453,635.25	

\$1,295,356.75

**Projects Removed**

4	N-W New Ambulance	\$180,000.00
23	Highway Garages	\$670,000.00
31	Crossover Living Room	\$520,000.00
36	Probation Doors	\$10,000.00
37	Litchfield Cellbrite	\$15,000.00
39	Schram City Water 8000	\$391,200.00
40	Schram City Water 5100	\$391,146.82

**TOTAL** \$2,177,346.82





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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-23-160-029

As described in certificate(s) : 2019-00179 sold October 2020

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

WHEREAS, Jason Miller, Sarah Miller, has bid \$2,533.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,833.75 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,533.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,833.75 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll-call vote this 12<sup>th</sup> day of September, 2023

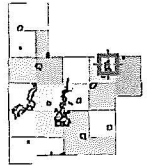
ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



Overview



Legend

- CenterLines
- Symbols
- ARROW\_SYM
- HOOK\_SYM
- LOT\_SYM
- MISC\_SYM
- PARCEL\_SYM
- PROPERTY\_SYM
- ROW\_SYM
- SECSURV\_SYM
- <all other values>
- Boundaries
- CONSTRUCTION\_LI
- COUNTY\_LIN
- HIDDEN\_LIN
- HOOKED\_LOT\_LIN
- HYDRO\_LIN
- INDIAN\_LIN
- LEGAL\_LOT\_LIN
- LEGAL\_PARCEL\_LIN
- LOT\_LIN
- MATCH\_LIN
- PARCEL\_LIN
- ROW\_LIN
- SECTION\_LIN
- STATE\_LIN
- TOWNSHIP\_LIN
- VACATED\_ROW\_LIN
- <all other values>
- Hydrography
- Tax Parcels

Parcel ID	08-23-160-029	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY TRUSTEE
Sec/Twp/Rng	n/a	Class	0060		1 COURTHOUSE SQ RM 101
Property Address	114 E STATE ST	Acreage	n/a		HILLSBORO IL 62049
	NOKOMIS IL 62075				
District	10004				
Brief Tax Description	SW45' LT 1 & SW45' NW1/2 LT 2 BLK 31 NOKOMIS (ORIG TOWN) 10-2-808 S T00 R				
	(Note: Not to be used on legal documents)				



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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-333-002

As described in certificates(s) : 2017-00438 sold October 2018

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

WHEREAS, Tucker Teubel, has bid \$1,001.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$463.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,001.00.

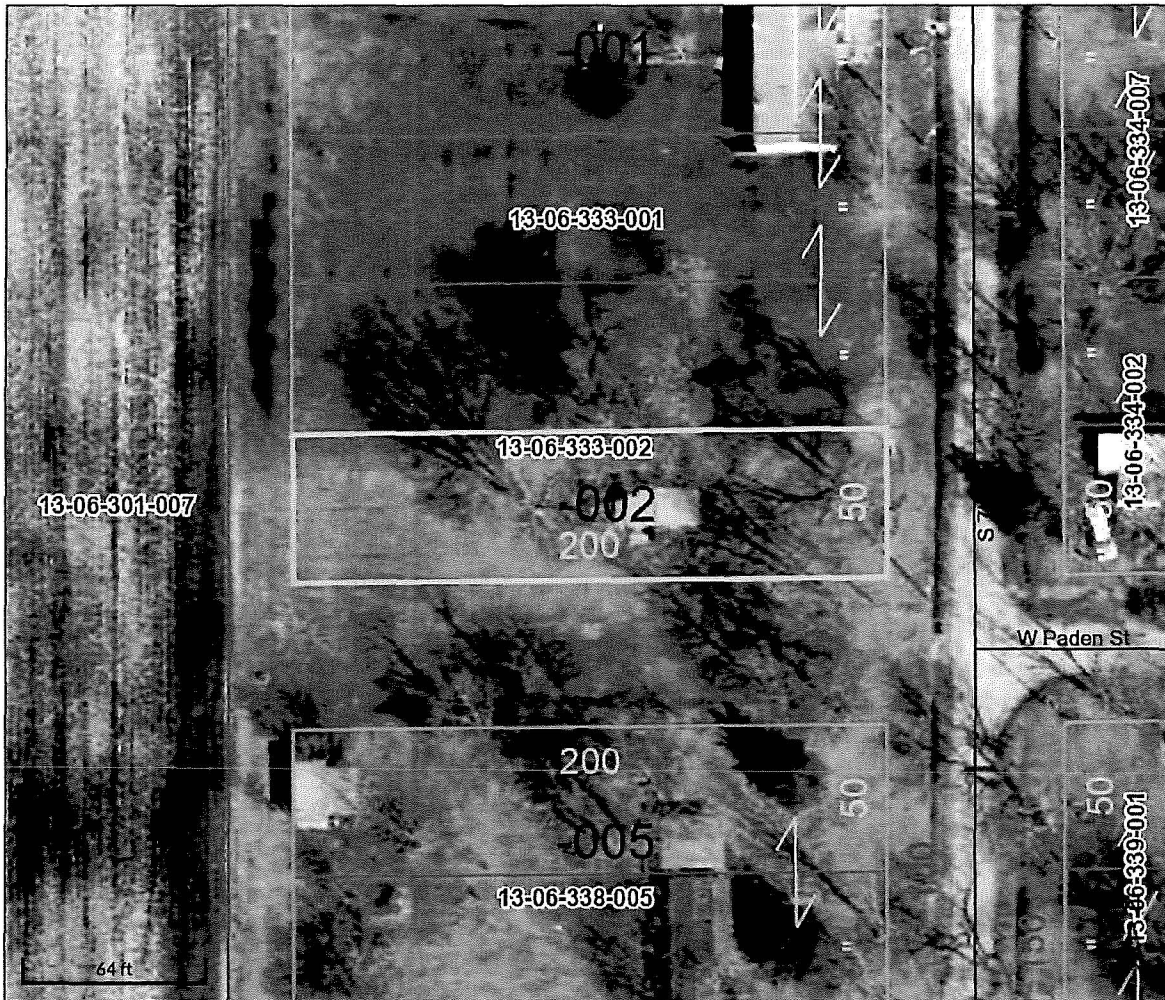
WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$463.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

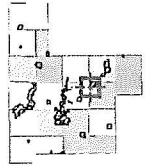
ADOPTED by roll-call vote this 12<sup>th</sup> day of September, 2013

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



Overview



Legend

- CenterLines
- Symbols
- ARROW\_SYM
- HOOK\_SYM
- LOT\_SYM
- MISC\_SYM
- PARCEL\_SYM
- PROPERTY\_SYM
- ROW\_SYM
- SECSURV\_SYM
- <all other values>
- Boundaries
- CONSTRUCTION\_LI
- COUNTY\_LIN
- HIDDEN\_LIN
- HOOKED\_LOT\_LIN
- HYDRO\_LIN
- INDIAN\_LIN
- LEGAL\_LOT\_LIN
- LEGAL\_PARCEL\_LIN
- LOT\_LIN
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- ROW\_LIN
- SECTION\_LIN
- STATE\_LIN
- TOWNSHIP\_LIN
- VACATED\_ROW\_LIN
- <all other values>
- Hydrography
- Tax Parcels

Parcel ID	13-06-333-002	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY AS TRUSTEE
Sec/Twp/Rng	n/a	Class	0090		PO BOX 96
Property Address	238 S 7TH ST WITT IL 62094	Acreage	n/a		EDWARDSVILLE IL 62025
District	18004				
Brief Tax Description	LOT 6 BLK 38 PAISLEY & PADEN ADD 9-2-1393 S T00 R (Note: Not to be used on legal documents)				



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

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

HILLSBORO TOWNSHIP

PERMANENT PARCEL NUMBER: 16-12-205-004

As described in certificates(s) : 2019-00108 sold October 2020

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

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

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

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

ADOPTED by roll-call-vote this 12<sup>th</sup> day of September, 2023

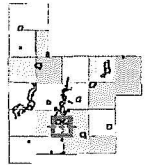
ATTEST:

Sandy Lutherson  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN



Overview



Legend

- CenterLines
- Symbols
- ARROW\_SYM
- HOOK\_SYM
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- PARCEL\_SYM
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- HOOKED\_LOT\_LIN
- HYDRO\_LIN
- INDIAN\_LIN
- LEGAL\_LOT\_LIN
- LEGAL\_PARCF<sup>1</sup> LIN
- LOT\_LIN
- MATCH\_LIN
- PARCEL\_LIN
- ROW\_LIN
- SECTION\_LIN
- STATE\_LIN
- TOWNSHIP\_LIN
- VACATED\_ROW\_LIN
- <all other values>
- Hydrography
- Tax Parcels

Parcel ID	16-12-205-004	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY TRUSTEE
Sec/Twp/Rng	n/a	Class	0040		1 COURTHOUSE SQ RM 101
Property Address	515 VIRGINIA ST	Acreage	n/a		HILLSBORO IL 62049
	HILLSBORO IL 62049				
District	08003				
Brief Tax Description	LOT 4 RE-SUB LOTS 117 THRU 120 PRAIRIE HEIGHTS 8-4-2424 S T00 R				
	(Note: Not to be used on legal documents)				



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

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

HILLSBORO TOWNSHIP

PERMANENT PARCEL NUMBER: 16-12-111-006

As described in certificate(s) : 2018-00153 sold October 2019

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

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

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

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

ADOPTED by roll-call vote this 15<sup>th</sup> day of September, 2023

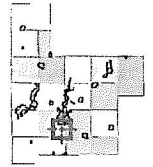
ATTEST:

Andy Peterson  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN



Overview



Legend

- CenterLines
- Symbols
- ARROW\_SYM
- HOOK\_SYM
- LOT\_SYM
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- PARCEL\_SYM
- PROPERTY\_SYM
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- SECSURV\_SYM
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- HIDDEN\_LIN
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- ROW\_LIN
- SECTION\_LIN
- STATE\_LIN
- TOWNSHIP\_LIN
- VACATED\_ROW\_LIN
- <all other values>
- Hydrography
- Tax Parcels

Parcel ID	16-12-111-006	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY TRUSTEE
Sec/Twp/Rng	n/a	Class	0030		1 COURTHOUSE SQ
Property Address	617 LAKEVIEW DR	Acreeage	n/a		RM 101
	HILLSBORO IL 62049				HILLSBORO IL 62049
District	08003				
Brief Tax Description	N 50 FT S 100 FT LOTS 17 & 18 LAKEVIEW ADD 8-4-2090 S T00 R				
	(Note: Not to be used on legal documents)				





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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-406-002

As described in certificate(s) : 2019-00042 sold October 2020

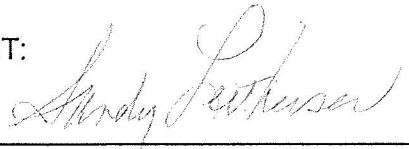
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Snowwhite Nixon, Jonathan Nixon, has bid \$902.02 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$364.02 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$902.02.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$364.02 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

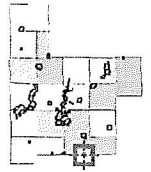
ADOPTED by roll-call vote this 12<sup>th</sup> day of September, 2023

ATTEST:  
  
CLERK

  
COUNTY BOARD CHAIRMAN



Overview



Legend

- CenterLines
- Symbols
  - ARROW\_SYM
  - HOOK\_SYM
  - LOT\_SYM
  - MISC\_SYM
  - PARCEL\_SYM
  - PROPERTY\_SYM
  - ROW\_SYM
  - SECSURV\_SYM
  - <all other values>
- Boundaries
  - CONSTRUCTION\_LI
  - COUNTY\_LIN
  - HIDDEN\_LIN
  - HOOKED\_LOT\_LIN
  - HYDRO\_LIN
  - INDIAN\_LIN
  - LEGAL\_LOT\_LIN
  - LEGAL\_PARC\_LIN
  - LOT\_LIN
  - MATCH\_LIN
  - PARCEL\_LIN
  - ROW\_LIN
  - SECTION\_LIN
  - STATE\_LIN
  - TOWNSHIP\_LIN
  - VACATED\_ROW\_LIN
  - <all other values>
- Hydrography
- Tax Parcels

Parcel ID	17-35-406-002	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY TRUSTEE
Sec/Twp/Rng	n/a	Class	0040		1 COURTHOUSE SQ RM 101
Property Address	206 BARRY ST	Acreage	n/a		HILLSBORO IL 62049
	COFFEEN IL 62017				
District	04004				
Brief Tax Description	LOT 3 BLK 3 F H COFFEEN ADD 8-3-1371 S T00 R				
	(Note: Not to be used on legal documents)				



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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 21-23-226-008

As described in certificate(s) : 2019-00050 sold October 2020

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

WHEREAS, Travis Hemken & Amanda Hemken, has bid \$5,555.55 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$4,100.66 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,555.55.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$4,100.66 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

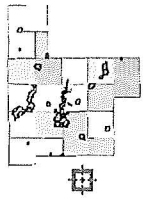
ADOPTED by roll-call vote this 12<sup>th</sup> day of Sept, 2023

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



Overview



Legend

- CenterLines
- Symbols
- ARROW\_SYM
- HOOK\_SYM
- LOT\_SYM
- MISC\_SYM
- PARCEL\_SYM
- PROPERTY\_SYM
- ROW\_SYM
- SECSURV\_SYM
- <all other values>
- Boundaries
- CONSTRUCTION\_LI
- COUNTY\_LIN
- HIDDEN\_LIN
- HOOKED\_LOT\_LIN
- HYDRO\_LIN
- INDIAN\_LIN
- LEGAL\_LOT\_LIN
- LEGAL\_PARCEL\_LIN
- LOT\_LIN
- MATCH\_LIN
- PARCEL\_LIN
- ROW\_LIN
- SECTION\_LIN
- STATE\_LIN
- TOWNSHIP\_LIN
- VACATED\_ROW\_LIN
- <all other values>
- Hydrography
- Tax Parcels

Parcel ID 21-23-226-008  
 Sec/Twp/Rng n/a  
 Property Address 16486 TICKY POINT TR  
 COFFEEN IL 62017  
 District 04006  
 Brief Tax Description PT SE NE NW 90 FT 7-3-429D S23 T07 R3  
 (Note: Not to be used on legal documents)

Alternate ID n/a  
 Class 0030  
 Acreage 0.52

Owner Address MONTGOMERY COUNTY TRUSTEE  
 1 COURTHOUSE SQ RM 101  
 HILLSBORO IL 62049

20|181

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-09

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

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

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

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


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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1257 E. 20 <sup>th</sup> Rd. C.H. #6	Montgomery County	100 %	\$9,000.00
		%	
TOTAL =		100 %	\$9,000.00

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

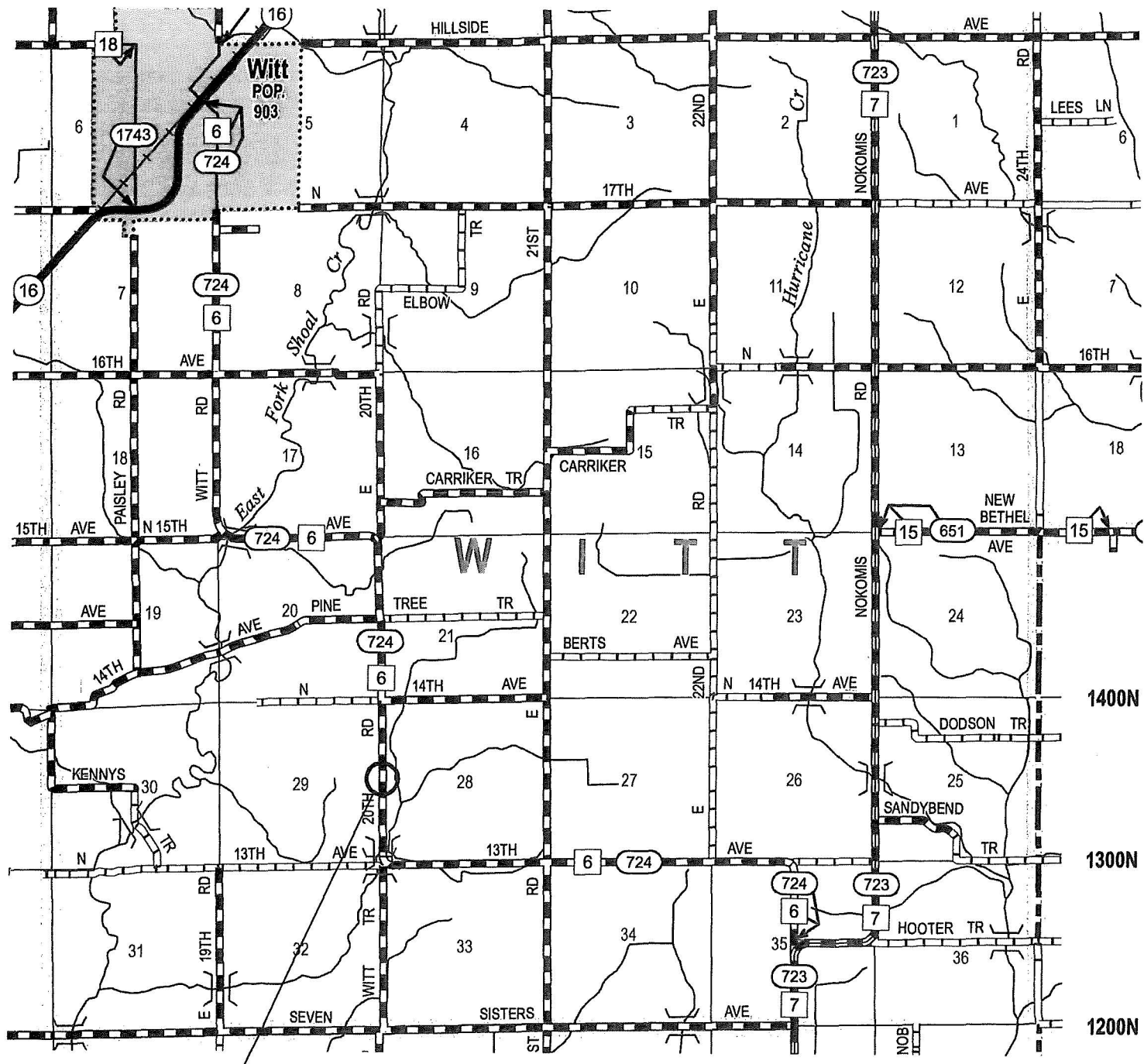
Approved and adopted by the Montgomery County Board this 12th day of September, 2023.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

20182

# MCHD Proj. #1257 100% County Culvert Replacement Witt Township



Proposed 36"ERS x 45' Polycoated Pipe Culvert

Page 1 only - for complete copy, see County Clerk file plus may be recorded at future date

20183

ORDINANCE NO. 2023 - 41

**AN ORDINANCE APPROVING A SOLAR FARM DEVELOPMENT PERMIT AND CONSTRUCTION PERMIT FOR A COMMERCIAL/LARGE SCALE SOLAR FARM AND APPROVING A VARIANCE TO THE MONTGOMERY COUNTY SOLAR ORDINANCE ON THE PROPERTY COMPRISING THE COFFEEN POWER PLANT**

future date

**WHEREAS**, Illinois Power Generating Company, an Illinois corporation ("Genco" and hereinafter the "Petitioner") owns certain property commonly known as the Coffeen Power Plant, which property is comprised of 3,961 acres located along Coffeen Lake in southeast Montgomery County ("County"), and which property is legally described on Exhibit A and depicted on Exhibit B ("Subject Property"); and

**WHEREAS**, this Ordinance relates to the Subject Property; and

**WHEREAS**, the Petitioner intends to develop approximately 292 acres of the Subject Property with next generation energy technology for a commercial/large scale solar farm and battery energy storage system; and

**WHEREAS**, the Coffeen Power Plant was constructed by Central Illinois Public Service (CIPS) in 1965 as a 915-megawatt facility fueled by two (2) coal-fired power generation units; and

**WHEREAS**, in 2021, the State of Illinois enacted the Energy Transition Act ("ETA"), which includes comprehensive measures designed to move Illinois towards 100% clean and renewable energy; and

**WHEREAS**, the Coal to Solar & Energy Storage initiative was incorporated as part of the ETA, facilitating coal-to-solar development initiatives across the State of Illinois, particularly in the downstate region, where a significant portion of the State's

20184


Montgomery County Board

Holiday Schedule for Year 2024


January 1, 2024	Observe New Year's Day	Monday
January 15, 2024	Martin Luther King Day	Monday
February 19, 2024	President's Day	Monday
March 29, 2024	Good Friday	Friday
May 27, 2024	Memorial Day	Monday
June 19, 2024	Juneteenth	Wednesday
July 4, 2024	Independence Day	Thursday
September 2, 2024	Labor Day	Monday
October 14, 2024	Columbus Day	Monday
November 5, 2024	General Election Day	Tuesday
November 11, 2024	Observe Veteran's Day	Monday
November 28, 2024	Thanksgiving Day	Thursday
November 29, 2024	Day after Thanksgiving	Friday
December 25, 2024	Christmas Day	Wednesday

As approved by the MONTGOMERY COUNTY BOARD

Tuesday, October 10<sup>th</sup>, 2023

  
\_\_\_\_\_  
Chairman, Doug Donaldson

10/10/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Clerk, Sandy Leitheiser

10/10/23  
\_\_\_\_\_  
Date



20185

Resolution # 2023- 42

### Election Judge Salary Compensation Resolution For Montgomery County, Illinois

WHEREAS, Montgomery County, Illinois is a body politic pursuant to the Illinois Counties Code 55 ILCS 5/1-1001 and

WHEREAS, the Illinois Constitution of 1970 provides that counties which are not home rule units shall have only powers granted to them by law; and

WHEREAS, the Code, 55 ILCS 5/5-1004 provides that the powers of the county as a body corporate or politic shall be exercised by a county board; and

WHEREAS, the Illinois Election Code, 10 ILCS 5/13-10, provides the compensation of the judges of all primaries and all elections in counties of less than 600,000 inhabitants shall be fixed by the respective county boards or boards of election commissioners; and

WHEREAS, during the regular meeting of the Montgomery County Board held on September 12<sup>th</sup>, 2023, the Board established the compensation to be paid to the judges of all primaries and elections; and

NOW THEREFORE, BE IT RESOLVED, the Montgomery County Board of Montgomery County, Illinois hereby fixes the compensation of the judges of all primaries and elections, beginning with March 19<sup>th</sup>, 2024 General Primary Election at \$185.00 per election day; and

BE IT FURTHER RESOLVED, additional compensation shall be paid to all Election Judges who have been approved by the County Clerk as having satisfactorily completed a training course for Judges of Elections before each Election. The additional compensation per Election Judge for completing this training will remain at \$20.00.

PASSED BY THE COUNTY BOARD this 10<sup>th</sup> Day of October, 2023.

MONTGOMERY COUNTY, ILLINOIS

By:   
Doug Donaldson, County Board Chairman

ATTEST:

  
Sandy Leithner, Montgomery County Clerk

Page 1 only. For complete copy, see County Clerk's office

20186

## Anacott Solar – Montgomery County Road Use Agreement

This **ROAD USE AGREEMENT** (“**Agreement**”) entered into this 10<sup>th</sup> day of October, 2023 by and between Anacott Solar, LLC, a Delaware limited liability company (“**Anacott Solar**”) and Montgomery County, Illinois, a body corporate and politic acting by and through its Board (the “**County**”), for the use of approximately one mile of Fillmore Trail (shown below as Exhibit A) for the access to the proposed location during the construction of a solar farm (“**Project**”) located at PIN 17-08-300-015 with an approximate address of 13205 Fillmore Trail, Hillsboro, IL 62049, hereby provides for the following:

1. The maximum weight limit on Fillmore Trail will be 80,000 lbs.
2. Montgomery County will permit access to the solar farm from Fillmore Trail, exact access location to be determined in final design to be approved by the Montgomery County Engineer, currently represented by Exhibit B.
3. This Agreement shall serve as approval from Montgomery County of the preliminary type, size and location of the entrance culvert and entrance road as shown in Exhibit C, attached. Anacott Solar shall provide the Montgomery County Engineer the final design of the type, size and location of the entrance culvert and entrance road at least fourteen (14) days prior to beginning construction. Should the Montgomery County Engineer have any objections to the final design of the type, size and location of the entrance culvert and entrance road provided by Anacott Solar, the parties shall reasonably cooperate to address such objections.
4. Anacott Solar shall be responsible for any damages to Fillmore Trail or other County roads to the extent directly resulting from the construction of the Project and pay for all repairs reasonably necessary to restore the roads to the condition that were in prior to the activities of Anacott Solar.
5. Anacott Solar shall sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
6. Anacott Solar shall keep the portion of Fillmore Trail or other County roads used by Anacott Solar or its representatives, clear, by removing all mud, dust, dirt, spilled or tracked construction materials, garbage, obstructions or other hazards, within a reasonable time period following written notice from the County.
7. Anacott Solar shall be responsible for the installation and ongoing maintenance of the entrance(s) to the Project real estate, including but not limited to all surface aggregate, shoulders, slopes, and culverts, for the duration of the Project's

Page 1 only - For complete copy, see County Clerk's office 20187

**Bluestar Solar – Montgomery County Road Use Agreement**

This **ROAD USE AGREEMENT** ("**Agreement**") entered into this 10<sup>th</sup> day of October, 2023 by and between Bluestar Solar Project, LLC, a Delaware limited liability company ("**Bluestar Solar**") and Montgomery County, Illinois, a body corporate and politic acting by and through its Board (the "**County**"), for the use of approximately nine-tenths of a mile of Fillmore Trail (shown below as Exhibit A) for the access to the proposed location during the construction of a solar farm ("**Project**") located at PIN 17-08-300-014 with an approximate address of 13205 Fillmore Trail, Hillsboro, IL 62049, hereby provides for the following:

1. The maximum weight limit on Fillmore Trail will be 80,000 lbs.
2. Montgomery County will permit access to the solar farm from Fillmore Trail, exact access location to be determined in final design to be approved by the Montgomery County Engineer, currently represented by Exhibit B.
3. This Agreement shall serve as approval from Montgomery County of the preliminary type, size and location of the entrance culvert and entrance road as shown in Exhibit C, attached. Bluestar Solar shall provide the Montgomery County Engineer the final design of the type, size and location of the entrance culvert and entrance road at least fourteen (14) days prior to beginning construction. Should the Montgomery County Engineer have any objections to the final design of the type, size and location of the entrance culvert and entrance road provided by Bluestar Solar, the parties shall reasonably cooperate to address such objections.
4. Bluestar Solar shall be responsible for any damages to Fillmore Trail or other County roads to the extent directly resulting from the construction of the Project and pay for all repairs reasonably necessary to restore the roads to the condition that were in prior to the activities of Bluestar Solar.
5. Bluestar Solar shall sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
6. Bluestar Solar shall keep the portion of Fillmore Trail or other County roads used by Bluestar Solar or its representatives, clear, by removing all mud, dust, dirt, spilled or tracked construction materials, garbage, obstructions or other hazards, within a reasonable time period following written notice from the County.
7. Bluestar Solar shall be responsible for the installation and ongoing maintenance of the entrance(s) to the Project real estate, including but not limited to all surface



Page 1 only - For complete copy, see County Clerk's office

Using Federal Funds?  Yes  No Agreement For MFT PE Agreement Type Original

LOCAL PUBLIC AGENCY Montgomery County Section Number 23-01134-00-BR Job Number N/A Project Number N/A Contact Name Cody Greenwood Phone Number (217) 532-6019 Email montgomerycoeng@gmail.com

SECTION PROVISIONS Local Street/Road Name White Settlement Trail Key Route 068 70426 000000 Length 200' Structure Number N/A Location Termini approx 0.35 north of Mount Zion Trail Add Location Remove Location

Project Description Replace an existing 2-barrel culvert with a new drainage structure along with local channel improvements and associated roadway improvements.

Engineering Funding [X] MFT/TBP [ ] State [ ] Other Anticipated Construction Funding [ ] Federal [X] MFT/TBP [ ] State [ ] Other

AGREEMENT FOR [X] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

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

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean: Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

Page 1 only - For complete copy, see County Clerk's Office



Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No Agreement For MFT PE

20189 Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency: Montgomery County; County: Montgomery; Section Number: 23-07108-00-BR; Job Number: N/A; Project Number: N/A; Contact Name: Cody Greenwood; Phone Number: (217) 532-6019; Email: montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name: N 26th Ave; Key Route: 068 70426 000000; Length: 200'; Structure Number: N/A

Location Termini: 1.25 north of Harvel in Harvel Township; Add Location; Remove Location

Project Description: Replace an existing wooden deck bridge with a new drainage structure along with local channel improvements and associated roadway improvements.

Engineering Funding:  MFT/TBP  State  Other local agency; Anticipated Construction Funding:  Federal  MFT/TBP  State  Other local agency

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Hurst-Rosche, Inc.; Contact Name: Justin Goodwin; Phone Number: (217) 532-3959; Email: jgoodwin@hurst-rosche.com; Address: 400 E. Tremont St.; City: Hillsboro; State: IL; Zip Code: 62049

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

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

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

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

20|190

**Montgomery County Policy  
On the Housing of Animals  
And Medical Expenses  
At the Animal Control Facility**

The Montgomery County Animal Control facility may house ~~or foster~~ a surrendered or confiscated animal for a period of no longer than six (6) months. After said timeframe has passed, the animal must be vacated from the Animal Control facility ~~or foster home~~ by means of adoption, fostering, transfer to an animal shelter, transfer to the humane society or animal protective league, or, if all other avenues have been exhausted, euthanized.

Additionally, veterinary expenses for an individual animal shall be limited to vaccination and parasite control. Animal medical expenses outside of those parameters shall not be funded without prior authorization of the Animal Control Deputy Administrator or the Montgomery County Board.

Adopted this 14<sup>th</sup> day of November, 2023



20|191

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-402-001, 007, 017

As described in certificate(s) : 2010-00205 sold October 2011, 2012-00241 sold October 2013, 2018-00237 sold October 2019

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



20192

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-402-018, 019, 020

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2011-00140 sold October 2012

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

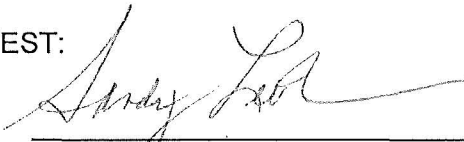
WHEREAS, Country Bend Campground, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2012

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN



RESOLUTION



20193

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-402-021, 022, 023

As described in certificate(s) : INHERITED DEED sold January 1, 000253 sold March 2008, 2011-00141 sold October 2012

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

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

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

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

ADOPTED this 14<sup>th</sup> day of Nov, 2013

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



20194

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-402-024, 10-03-403-002, 003

As described in certificate(s) : INHERITED DEED sold January 1, 000252 sold March 2008, 2008-00198 sold November 2009

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

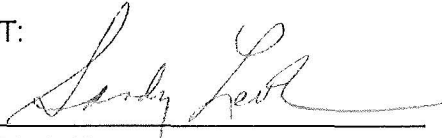
WHEREAS, Country Bend Campground, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

RESOLUTION



20195

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-403-004, 005, 006

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2011-00142 sold October 2012

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2012

ATTEST:

*Sandy Leir*  
CLERK

*[Signature]*  
COUNTY BOARD CHAIRMAN



20196

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-403-008, 009, 010

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

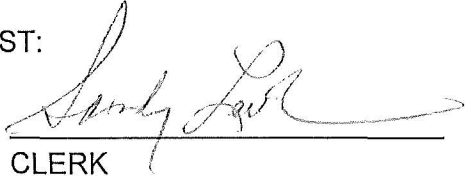
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:  
  
CLERK

  
COUNTY BOARD CHAIRMAN



20137

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-403-011, 013, 018

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2012-00242 sold October 2013

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



20198

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-403-019. 10-03-404-002, 004

As described in certificate(s) : INHERITED DEED sold January 1, 2011-00143 sold October 2012, 2015-00210 sold October 2016

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION

20199



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-404-005, 007, 008

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2011-00144 sold October 2012

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:

*[Signature]*  
CLERK

*[Signature]*  
COUNTY BOARD CHAIRMAN



20200

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-404-009, 10-03-405-002, 003

As described in certificates(s) : 2011-00146, 2011-00145 sold October 2012, 2015-00211 sold October 2016

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



RESOLUTION



20|201

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-405-005, 006, 009

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

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



20202

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-405-013, 016, 017

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2012-00244 sold October 2013

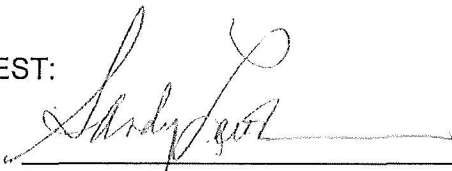
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:   
CLERK

  
COUNTY BOARD CHAIRMAN

RESOLUTION



20203

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-405-019, 021, 036

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2015-00212 sold October 2016

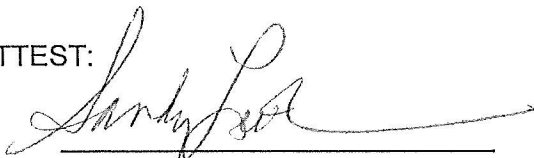
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:  
  
CLERK

  
COUNTY BOARD CHAIRMAN



20204

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-406-007, 012, 013

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 000254 sold March 2008

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:

Sandy Leita  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

RESOLUTION



20205

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-407-002, 003, <sup>10-03-405-030</sup> ~~10-3-405-030~~ <sub>RM</sub>

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

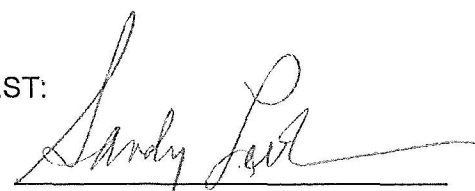
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:   
CLERK

  
COUNTY BOARD CHAIRMAN



20/206

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-405-032, 033, 035

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2011-00147 sold October 2012

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:

*Sandy Lee*  
CLERK

*[Signature]*  
COUNTY BOARD CHAIRMAN

RESOLUTION

20207



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-408-002, 004, 011

As described in certificate(s) : INHERITED DEED sold January 1, 2012-00246, 2012-00245 sold October 2013

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:

Sandy Lee  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN



20208

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-408-012, 013, 018

As described in certificates(s) : INHERITED DEED, INHERITED DEED sold January 1, 2011-00148 sold October 2012

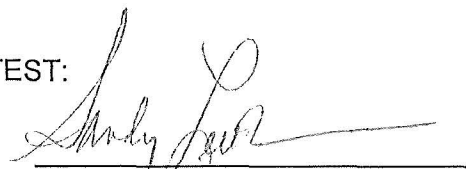
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

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

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

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

ADOPTED this 14<sup>th</sup> day of November 2023

ATTEST:   
CLERK

  
COUNTY BOARD CHAIRMAN





20209

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-408-019, 021, 022

As described in certificate(s) : INHERITED DEED, INHERITED DEED sold January 1, 2015-00214 sold October 2016

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



20210

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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-408-023, 037, 040

As described in certificates(s) : INHERITED DEED sold January 1, 000251 sold March 2008, 2011-00150 sold October-2012

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION

2021



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-405-011

As described in certificate(s) : 2012-00243 sold October 2013

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN



20212

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

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

HILLSBORO TOWNSHIP

PERMANENT PARCEL NUMBER: 16-14-426-022

As described in certificate(s) : 2010-00127 sold October 2011

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

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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2013

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

RESOLUTION



20213

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

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

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-404-011

As described in certificate(s) : 2019-00123 sold October 2020

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

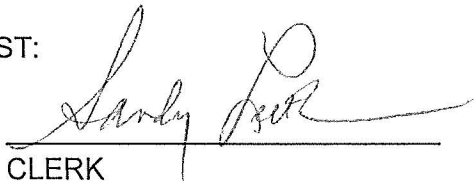
WHEREAS, FRANK ELAM, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s)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

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

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

ADOPTED this 14<sup>th</sup> day of November, 2023

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

20214

**MONTGOMERY COUNTY ILLINOIS  
INTERGOVERNMENTAL AGREEMENT  
CENTRALIZED EMERGENCY DISPATCH CENTER**

**THIS AGREEMENT** entered into this 1st day of December, 2023, by and between the Emergency Telephone System Board of Montgomery County, Illinois, hereinafter referred to as "ETSB" and the County of Montgomery and Sheriff of Montgomery County, Illinois, and collectively hereinafter referred to as "Parties."

**WHEREAS**, the Parties enter into this intergovernmental agreement providing for centralized emergency dispatch and required 911 communication center services with the ETSB for the residents of Montgomery County; and

**WHEREAS**, the Sheriff shall operate, manage, administer and supervise the centralized emergency dispatch center personnel to dispatch and communicate regarding the usual and customary functions of local government involving 911, Police, Fire, EMS and other emergency functions, and day-to-day procedures and administration of the communication center; and

**WHEREAS**, the Sheriff will continue to provide a physical location for the centralized emergency dispatch center located in the Montgomery County Sheriff's Complex building located at 140 North Main Street, Hillsboro, Illinois; and,

**WHEREAS**, the County will have access and control of said centralized emergency dispatch center and related offices; and

**WHEREAS**, centralized emergency dispatch center contains furniture, equipment, radios and other miscellaneous property as identified in the county inventory; and

**WHEREAS**, the Parties are desirous of memorializing their agreements and understandings with respect to said property, its repairs, maintenance and financial issues related to the administration of the centralized emergency dispatch center and its services; and,

**IT IS HEREBY AGREED** as follows:

1. The Sheriff shall provide personnel that will be employees of the county to perform dispatching services for 911/ETSB. The Sheriff will, in all regards supervise the centralized emergency dispatch center its employees, services, an procedures subject to the following terms and agreements that shall be followed by the communications center:
  - A. ETSB dispatch training standards, protocols and operating procedures currently in full force and effect shall remain in effect to fulfill the responsibilities of 911 services. The sheriff agrees to abide by and enforce such procedures during the term of this agreement.
    - i. Initial education of telecommunicators shall include:
      1. EMD, EFD and EPD Protocols
      2. NIMS 100, 200 and 700
      3. NWS Weather Spotting and Reporting
      4. MABAS System
      5. ILEAS System
      6. LEADS: Full Access

7. County Emergency Operations Plan
  8. Hazmat Awareness
  9. ETSB Standard Operating Procedures
  10. Sheriff's Office Communications Division Training Book
  11. TC Trauma-informed response to sexual assault/abuse
  12. Crisis Communications
- ii. Continuing education of telecommunicators shall include:
1. Every two years LEADS recertification
  2. Every two years recertification of Power Phone protocols to include EMD, EFD and EPD.
  3. Every three years Hazmat Awareness recertification
- B. The Parties and ETSB agree to comply fully with the Emergency Telephone System Act (ETSA) (50 ILCS 750) 83 Illinois Administrative Code Parts 1324, 1325, 1326, 1327, 1328 and 1329, and all amendments thereto by the Office of the Statewide 911 Administrator within the Department of the Illinois State Police. Additionally, the Sheriff shall maintain EMD Certification for the Telecommunications staff and the Dispatch Center through the Illinois Department of Public Health. Said Acts and Regulations set forth and mandate the responsibilities and obligations that an agency providing centralized emergency dispatch and 911 communication center services has to the residents of Montgomery County. The Sheriff agrees to take such action as is necessary to enforce and comply with said provisions required by the ETSB.
- C. The ETSB shall provide the following:
- i. 911 Coordinator, representing the ETSB, or will contract with the Sheriff to designate an employee to act for the ETSB as the PSAP Coordinator, to work with the Sheriff and/or their supervisory designee regarding the ETSB procedures, protocol, equipment, software, radios and phones.
  - ii. Manage 911 trunks and phone lines required for 911 services.
  - iii. Manage the 911 CAD Systems and its maintenance.
  - iv. Manage all radio equipment, licensure and sites owned or leased by the ETSB for public safety dispatch of EMS, Fire, Police and EMA.
  - v. Ensure compliance of the Emergency Telephone System Act (50 ILCS 750), and 83 Illinois Administrative Code, Parts 1324, 1325, 1326, 1327, 1328 and 1329, and all amendments thereto by the Office of the Statewide 911 Administrator within the Department of the Illinois State Police.
  - vi. Ensure compliance of the Sheriff to ETSB training standards, protocols and standard operating procedures in the center.
  - vii. Prepare and obtain annual call handling agreements and file them with the ISP and Attorney General as required.
  - viii. Prepare and monitor ETSB budget as approved annually by the ETSB.
  - ix. Coordinate street naming, addressing and sign repairs.
    - x. Maintain the master street addressing guide.
    - xi. Work with GIS to ensure mapping is current.
  - xii. The 911 Coordinator will serve as a point of contact for the ETSB.

2. The Sheriff shall have supervisory authority of the communication center, employees and operations, in accordance with this agreement. The sheriff shall have the singular right to hire, supervise, discipline and discharge employees.
3. The Sheriff will continue to provide the ETSB, its employees and pre-approved vendors by the Sheriff and ETSB board, access to the dispatch and equipment areas of the Montgomery County Safety Complex buildings and county owned property.
  - A. The ETSB shall provide the oversight for the 9-1-1 system and all of the work in conjunction with the 9-1-1 system providers on installation, continued maintenance, and any future modifications to the system.
  - B. The ETSB reserves the right to select and authorize the vendors utilized for service and purchase of ETSB equipment.
4. The Sheriff through the budget process shall be solely responsible for salaries, overtime, severance benefits, vacation and holiday pay of all dispatch staff, and, all of the maintenance cost of Sheriff's Office owned equipment. Funding from the ETSB for dispatch employee salaries and operational fees noted for 911 dispatch contractual services shall be as follows:
  - A. FY Salaries: Forty two percent of Telecommunicator salaries to include overtime, holiday pay and vacation buy-back.
  - B. The 911 Coordinator shall be paid for the normal duties of a MCSO Telecommunicator by Montgomery County. The Coordinator will be paid an additional \$1.00 an hour by the ETSB. This stipend shall also apply to overtime and holiday compensation. All time over the 40 hour work week that involves ETSB work will be compensated by ETSB. When the 911 Coordinator is unable to perform the daily MCSO job duties due to ETSB commitments, a MCSO T/C may be utilized to backfill the hours. The said backfill hours will be paid by the ETSB.
5. In return for the promises and services set forth above, ETSB agrees to pay the County a sum equivalent to the bi-weekly (every two weeks)-payroll expenses attributable to the employees' salaries and quarterly for operational fees.
6. The Sheriff shall provide office supplies and use of computers, printers, copiers and other office equipment for ETSB use. The ETSB shall pay the Sheriff's Office \$1,000.00 per year to compensate for supplies and equipment.
7. This Agreement shall be in effect through November 30, 2026. A (90) day notice must be given in writing of any parties intent to terminate and/or renegotiate this Agreement.
8. The County agrees to name the ETSB as an additional insured on all liability insurance policies covering the communication center and its services, and further agrees to indemnify, defend and hold the ETSB harmless against any claim, demand, suit or liability arising from this Agreement or from any action or inaction in managing, administering, operating, or supervising the communication center, its employees, functions, duties and responsibilities to include matron duty performed by the sheriff's office telecommunications staff under the direction of the sheriff.



20/217


- 9. The powers and duties of the ETSB shall include, but need not be limited to the following as directed in state statute:
  - A. Planning a 9-1-1 system.
  - B. Coordinating and supervising the implementation, upgrading, or maintenance of the system, including the establishment of equipment specifications and coding systems.
  - C. Receiving moneys from the surcharge imposed under Section 15.3 of the ETSA, or disbursed to it under Section 30 of the ETSA, and from any other source, for deposit into the Emergency Telephone System Fund.
  - D. Authorizing all disbursements from the fund.
  - E. Hiring staff necessary for the implementation or upgrade of the system.
- 10. All parties to this Agreement consent and acknowledge that their respective governing boards have considered and approved this Agreement and authorized the individuals set forth below to execute this Agreement on behalf of the governing body. The parties further acknowledge that all Federal and State laws have been complied with in regards to the approval and execution of this Agreement.

**MONTGOMERY COUNTY ILLINOIS  
INTERGOVERNMENTAL AGREEMENT  
CENTRALIZED EMERGENCY DISPATCH CENTER**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

COUNTY OF MONTGOMERY AND SHERIFF OF MONTGOMERY COUNTY, ILLINOIS

County Sheriff	Date		11-19-23 Date
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<u>Attest:</u>		<u>Attest:</u>	
County Treasurer	Date		11/14/23 Date

EMERGENCY TELEPHONE SYSTEM BOARD OF MONTGOMERY COUNTY

ETSB Chair	Date
<u>Attest:</u>	
ETSB Vice-Chair	Date

20|218

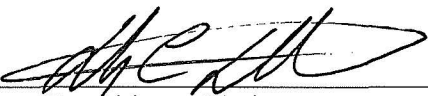
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE RAYMOND COMMUNITY  
FIRE PROTECTION DISTRICT

This contract is made and entered into between the County of Montgomery (GRANTOR) and the RAYMOND COMMUNITY FIRE PROTECTION DISTRICT (BENEFICIARY), (EIN: 37-1142148).

- The Grantor agrees to provide the Beneficiary with a grant of up to \$13,377 which represents 60% of the estimate for the purchase of a skid unit;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase a skid unit.

Terms:

- The Grantor will provide up to \$13,377, which represents 60% of the original estimated purchase price of a skid unit.
- That the Beneficiary will provide at least \$8,918, which represents 40% of the estimated purchase price of a skid unit.
- That the funds from each party will be placed into an escrow account designated by the Montgomery County Treasurer for the purchase and the funds will be released from the account to the seller of the skid unit.
- That time is of the essence as all funds must be expended by Beneficiary and Grantor no later than the third Monday of December 2026.
- That failure to deposit funds by either party within 90 days of the execution of the agreement will be cause for termination of said contract and the refund of any deposited funds.
- That the parties must execute the document by **November 14, 2023**.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the President of the Raymond Community Fire Protection District Board.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

11-14-23  
Date

  
\_\_\_\_\_  
President William Beeler  
Raymond Community Fire Protection District Board

10/11/2023  
Date

P.O. Box 13

Raymond, IL 62560

20219

ORDINANCE 2023-54

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

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

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

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

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

1. An amount not to exceed \$ 13,377.00 shall be made available for the purchase of Skid Unit for Raymond Fire Protection District .

This Ordinance shall be in effect upon passage.

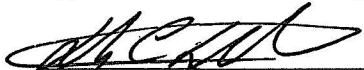
YES: 12

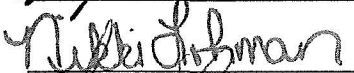
NO: 0

ABSTAIN: 0

ABSENT: 2

Approved and passed this 14<sup>th</sup> day of November, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

20220


INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE CITY OF LITCHFIELD

This contract is made and entered into between the County of Montgomery (GRANTOR) and the CITY OF LITCHFIELD (BENEFICIARY), (EIN: 37-6001672 ).

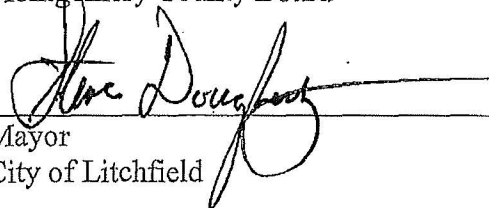
- The Grantor agrees to provide the Beneficiary with a grant of up to \$20,400 which represents 60% of the original estimate for the purchase of a warning siren;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase a warning siren.

Terms:

- The Grantor will provide up to \$20,400 which represents 60% of the original estimated purchase price of one warning siren.
- That the Beneficiary will provide at least \$13,600 which represents 40% of the estimated purchase price of one warning siren.
- That the funds from each party will be placed into an escrow account designated by the Montgomery County Treasurer for the purchase and the funds will be released from the account to the seller of the warning siren.
- That time is of the essence as all funds must be expended by Beneficiary and Grantor no later than the third Monday of December 2026.
- That failure to deposit funds by either party within 90 days of the execution of the agreement will be cause for termination of said contract and the refund of any deposited funds.
- That the parties must execute the document by **November 14, 2023**.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the Mayor of the City of Litchfield.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

11-19-23  
Date

  
\_\_\_\_\_  
Mayor  
City of Litchfield

10/9/2023  
Date

20221

ORDINANCE 2023- 53

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

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

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

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

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

1. An amount not to exceed \$ 20,400.00 shall be made available for the purchase of a Siren for City of Litchfield .

This Ordinance shall be in effect upon passage.

YES: 12

NO: 0

ABSTAIN: 0

ABSENT: 2

Approved and passed this 14<sup>th</sup> day of November, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20|222

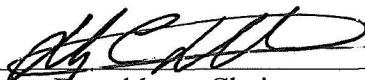
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF  
MONTGOMERY AND  
THE FARMERSVILLE-WAGGONER  
FIRE PROTECTION DISTRICT

This contract is made and entered into between the County of Montgomery (GRANTOR) and the FARMERSVILLE-WAGGONER FIRE PROTECTION DISTRICT (BENEFICIARY), (EIN: 37-1256920).

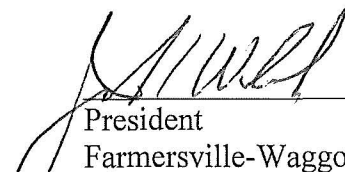
- The Grantor agrees to provide the Beneficiary with a grant of up to \$19,891.20 which represents 60% of the original estimate for the purchase of SCBA equipment;
- This Grant is made as part of the County of Montgomery's regular provision of government services, from its American Rescue Plan Act State and Local Fiscal Recovery Funds claimed through the allowed standard deduction for lost revenue in order to provide government services;
- The Beneficiary will use these grant funds to purchase a SCBA equipment.

Terms:

- The Grantor will provide up to \$19,891.20, which represents 60% of the original estimated purchase price of SCBA equipment.
- That the Beneficiary will provide at least \$13,260.80, which represents 40% of the estimated purchase price of SCBA equipment.
- That the funds from each party will be placed into an escrow account designated by the Montgomery County Treasurer for the purchase and the funds will be released from the account to the seller of the SCBA equipment.
- That time is of the essence as all funds must be expended by Beneficiary and Grantor no later than the third Monday of December 2026.
- That failure to deposit funds by either party within 90 days of the execution of the agreement will be cause for termination of said contract and the refund of any deposited funds.
- That the parties must execute the document by **November 14, 2023**.
- This agreement shall become effective upon execution of this agreement by the Board Chairman of Montgomery County and the President of the Farmersville-Waggoner Fire Protection District Board.
- That the Beneficiary recognizes that the Grantor is required by law to take proper and prudent actions to prevent fraud and misuse of these funds.

  
\_\_\_\_\_  
Doug Donaldson, Chairman  
Montgomery County Board

11-13-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Farmersville-Waggoner Fire Protection District Board

10-02-23  
\_\_\_\_\_  
Date

2023

ORDINANCE 2023- 56

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

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

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

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

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

1. An amount not to exceed \$ 19,891.20 shall be made available for the purchase of SCBA Equipment for Farmersville-Waggoner Fire Protection District.

This Ordinance shall be in effect upon passage.

YES: 12

NO: 0

ABSTAIN: 0

ABSENT: 2

Approved and passed this 14<sup>th</sup> day of November, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

20224

ORDINANCE 2023-27

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

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

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

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

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

1. An amount not to exceed \$ 3168.90 shall be made available for the purchase of generator equipment for the Montgomery County EMA.

This Ordinance shall be in effect upon passage.

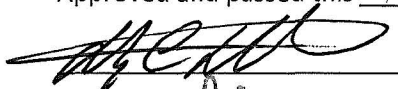
YES: 12

NO: 0

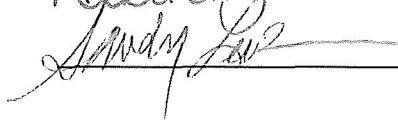
ABSTAIN: 0

ABSENT: 2

Approved and passed this 14<sup>th</sup> day of Nov, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County



20|25

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2023-10

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

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

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

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

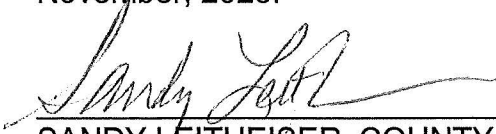
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1258 Hillside Ave.	Nokomis Road District	34.5 %	\$4,830.00
	Witt Road District	15.5 %	\$2,170.00
	Montgomery County	50 %	\$7,000.00
TOTAL =		100 %	\$ 14,000.00

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

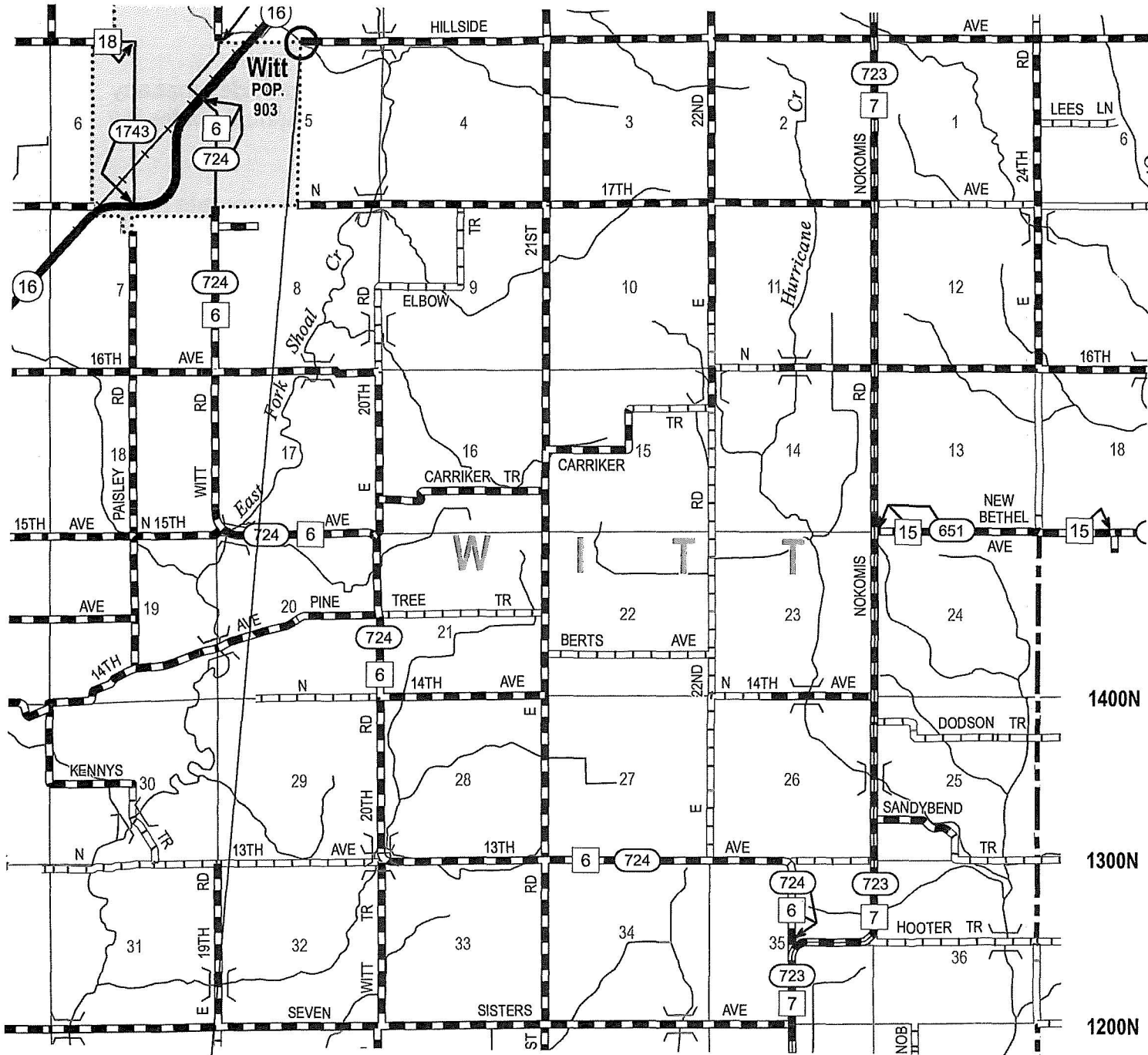
Approved and adopted by the Montgomery County Board this 14th day of November, 2023.

  
SANDY LEITNER, COUNTY CLERK

(SEAL)

20226

# MCHD Proj. #1258 50/50 Culvert Replacement Witt Township



Proposed 42"ERS x 50' Polycoated Pipe Culvert

20227



### Agreement for County Engineer's Salary

This agreement, by and between the DEPARTMENT OF TRANSPORTATION, State of Illinois, hereinafter called the DEPARTMENT, and the COUNTY OF Montgomery, of the State of Illinois, hereinafter called the COUNTY,

**WHEREAS**, the COUNTY has elected to use the Illinois Department of Transportation's recommended salary schedule to determine the County Engineer's annual salary and has agreed that the minimum salary shall be at least ninety-five (95) percent of the recommended salary;

**WHEREAS**, the COUNTY desires to transfer Federal Surface Transportation Program Funds to the DEPARTMENT in return for State funds to be used by the COUNTY to pay a portion of the County Engineer's salary, an amount not to exceed fifty (50) percent of the County Engineer's annual salary;

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

**THE COUNTY AGREES:**

1. That it will provide the DEPARTMENT with a resolution passed by the County Board authorizing the transfer of the COUNTY's Federal Surface Transportation Program Funds to the State for an equal amount of State Funds.
2. That it will deposit the State Funds in the County's Motor Fuel Tax account.
3. That its annual resolution appropriating funds for the payment of the County Engineer's annual salary shall be submitted to the DEPARTMENT along with the resolution authorizing the amount of Federal Surface Transportation Program funds to be transferred.
4. That it will maintain, for a minimum of 3 years after the completion of the agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the agreement; that the agreement and all books, records and supporting documents related to the agreement shall be available for review by the DEPARTMENT and/or Auditor General and that it will 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 recover of funds paid by the DEPARTMENT under the agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

**THE DEPARTMENT AGREES:**

1. That it will accept the COUNTY's Federal Surface Transportation Program funds and make an equal amount of State funds available to the COUNTY for deposit in the County's Motor Fuel Tax account.
2. That payment of that State Funds to the COUNTY will be made each year upon receipt of the COUNTY's resolution transferring their Federal Surface Transportation Program funds and appropriating their Motor Fuel Tax or other funds for payment of their County Engineer's salary.

**IT IS MUTUALLY AGREED:**

1. That this agreement shall remain in full force and effect for a period of six years from the date of execution unless terminated by either party upon 30 days written notification by either party. The agreement may be temporarily suspended during any period that COUNTY does not have sufficient Federal Surface Transportation Program funds available to be transferred.
2. That the obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the purpose stipulated herein.

Executed by the COUNTY this 14th day of November, 2023, Montgomery County, State of Illinois, acting by and through its County Board.

BY: Chairperson of the County Board Signature & Date

Typed Name of Chairperson

Doug Donaldson

Executed by the DEPARTMENT this \_\_\_\_\_ day of \_\_\_\_\_, Month, Year

**APPROVED**  
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman, P.E.  
Secretary of Transportation Signature & Date

BY:  
George A. Tapas, P.E., S.E.  
Engineer of Local Roads & Streets Signature & Date



Does the County participate in the County Engineer's Salary Reimbursement Program?  Yes  No

Resolution No 2023-11 Section No 24-00000-00-CS STP Section No

WHEREAS, the County Board of Montgomery County has adopted a resolution establishing the salary of the County Engineer to be 100.53% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Montgomery County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Board that there is hereby appropriated the sum of One Hundred Twenty Thousand Two Hundred Thirty Two Dollars (\$120,232.00) from the County's

Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 12/01/23 to 11/30/24 Fund beginning date ending date

BE IT FURTHER RESOLVED, that the Montgomery County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty Thousand One Hundred Sixteen Dollars

(\$60,116.00) of Federal Surface Transportation Program funds allocated to Montgomery County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Montgomery County Board that there is hereby appropriated the sum of Zero Dollars (\$0.00) from the County's

Motor Fuel Tax funds for the purpose of paying the County Engineer's expenses from 12/01/23 to 11/30/24 Fund beginning date ending date

I Sandy Leitheiser County Clerk in and for said County of Montgomery in the State of Illinois, and Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Montgomery at a meeting held on 11/14/23 County date

I certify that the correct TIN/FEIN number for Montgomery County is 376001661 Legal Status: Governmental. County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of November, 2024 Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Sandy Leitheiser 11/9/23

APPROVED STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:

Omer Osman, P.E. Secretary of Transportation Signature & Date

BY: George A. Tapas, P.E., S.E. Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

20229

LOCAL NAME	Section No	STP Section No
Montgomery County	24-00000-00-CS	
<b>For IDOT Use Only</b>		
Dates of the existing agreement between IDOT and County _____ to _____ Beginning Ending		
Dates of the new agreement between IDOT and County _____ to _____ Beginning Ending		



1st page only - for entire document see County Clerk

20/230

Using Federal Funds?  Yes  No

Agreement For: **MFT PE**

Agreement Type: **Supplement** Number: **3**

LOCAL PUBLIC AGENCY

Local Public Agency: **Montgomery County** County: **Montgomery** Section Number: **09-00133-00-BR** Job Number:

Project Number:  Contact Name: **Mr. Cody Greenwood, P.E.** Phone Number: **(217) 532-6109** Email: **montgomerycoeng@gmail.com**

SECTION PROVISIONS

Local Street/Road Name: **Walshville Trail** Key Route: **CH 11** Length: **1900** Structure Number: **068-3017 (exist)**

Location Termini: **Approximately 2200' west to 700' east of existing structure 068-3017.**

Project Description: **Supplement to Complete Phase 1, structure plans and environmental coordination for structure replacement of existing structurally deficient bridge 068-3017.**

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: **WHKS & Co** Contact Name: **Cory Chamberlain** Phone Number: **(217) 483-9457** Email: **cchamberlain@whks.com**

Address: **3501 Constitution Drive, Suite B** City: **Springfield** State: **IL** Zip Code: **62711**

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

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

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

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



1<sup>st</sup> page only - For Full County Copy see Clerk  
20231 Engineering Services Agreement  
Local Public Agency

Using Federal Funds?  Yes  No  
Agreement For: MFT PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Montgomery County  
County: Montgomery  
Section Number: 23-10121-00-BR  
Job Number:

Project Number:  
Contact Name: Cody Greenwood, P.E.  
Phone Number: (217) 532-6109  
Email: montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name: E 23rd Road  
Key Route: TR 408  
Length: 1000'  
Structure Number: 068-3200(Exist.)

Location Termini: Approximately 500' north and 25' south (To RR ROW) on TR408 and 300' along Cottonwood.  
Buttons: Add Location, Remove Location

Project Description: Complete Phase 1, roadway plans, structure plans and coordination for structure replacement of existing bridge. Due to the proximity of the RR, RR coordination and limited design for RR approach (north approach) requirements will be required.

Engineering Funding:  MFT/TBP  State  Other  
Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: WHKS & Co  
Contact Name: Cory Chamberlain  
Phone Number: (217) 483-9457  
Email: CChamberlain@Whks.com

Address: Constitution Dr, Suite B  
City: Springfield  
State: IL  
Zip Code: 62711

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

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

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

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

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT**

**DISTRICT OF**

**AUDUBON-NOKOMIS**

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

**WITNESSTH:**

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

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

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

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

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

**1. Obligation of the COUNTY**

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

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

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

**2. Obligation of the TOWNSHIP**

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



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

**3. Status of assessing officials**

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

**4. Duration**

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

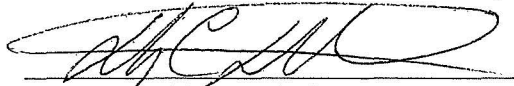
**5. Amendments**

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


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

**MONTGOMERY COUNTY**

EXECUTED this 17<sup>th</sup> day of Dec, 2023

  
\_\_\_\_\_  
Doug Donaldson, Chair

  
\_\_\_\_\_  
Kendra Niehaus, CCAO

  
\_\_\_\_\_  
Sandy Leitheiser, Clerk

**AUDUBON-NOKOMIS MULTI-TOWNSHIP ASSESSMENT DISTRICT**

EXECUTED this 7 day of November

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

20234

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT  
DISTRICT OF**

**BUTLER GROVE-IRVING-ROUNTREE**

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

**WITNESSTH:**

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

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

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

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

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

**1. Obligation of the COUNTY**

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

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

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

**2. Obligation of the TOWNSHIP**

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

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

**3. Status of assessing officials**

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

**4. Duration**

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

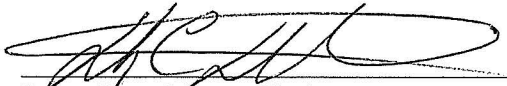
**5. Amendments**


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


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

**MONTGOMERY COUNTY**

EXECUTED this 12<sup>th</sup> day of Dec, 2023

  
\_\_\_\_\_  
Doug Donaldson, Chair

  
\_\_\_\_\_  
Kendra Niehaus, CCAO

  
\_\_\_\_\_  
Sandy Leitheiser, Clerk

**BUTLER GROVE-IRVING -ROUNTREE MULTI-TOWNSHIP ASSESSMENT DISTRICT**

EXECUTED this 5<sup>th</sup> day of December, 2023

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

ORDINANCE 2023-58

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

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

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

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

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

1. An amount not to exceed \$ 6,000.00 shall be made available for the purchase of 2<sup>nd</sup> payment budget process for Bellwether.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

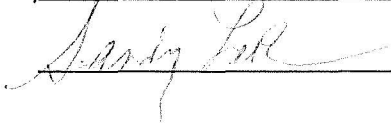
ABSTAIN: 0

ABSENT: 0

Approved and passed this 17<sup>th</sup> day of Dec, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2023- 59

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

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

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

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

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

1. An amount not to exceed \$ 231,665.00 shall be made available for General Fund Government Services.

This Ordinance shall be in effect upon passage.

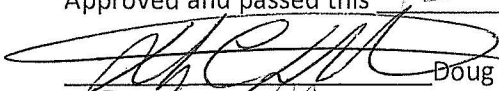
YES: 14


NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 12<sup>th</sup> day of Dec, 2023.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

20238

ORDINANCE 2023-60

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

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

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

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

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

1. An amount not to exceed \$ 156,874.30 shall be made available for Animal Control Services.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 12<sup>th</sup> day of Dec, 2023.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County



20239

Local Public Agency Engineering Services Agreement

Agreement For: MFT PE; Agreement Type: Original; Using Federal Funds? No

LOCAL PUBLIC AGENCY

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

SECTION PROVISIONS

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

Location Termini: approx 0.12 south of County Road 1600N; Add Location; Remove Location

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

Engineering Funding: MFT/TBP; Anticipated Construction Funding: MFT/TBP

AGREEMENT FOR

Phase I - Preliminary Engineering; Phase II - Design Engineering

CONSULTANT

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

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

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.

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

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

**AGREEMENT EXHIBITS**

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

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

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

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



shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

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

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

Method of Compensation:

Percent

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

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

**III. IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and 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 and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

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

11. For Preliminary Engineering Contracts:

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

**AGREEMENT SUMMARY**

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

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The  of

By (Signature & Date)  By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

(SEAL)

Executed by the ENGINEER:

Attest:  Prime Consultant (Firm) Name

By (Signature & Date)  Title

By (Signature & Date)  Title

APPROVED:  Regional Engineer, Department of Transportation (Signature & Date)

20245

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

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

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

20246

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

**EXHIBIT B  
PROJECT SCHEDULE**

Construction Summer of 2025

20247

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

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

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

Form Not Applicable (engineering services less than the threshold)

## ADDENDUM #1

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

(SEAL, if required by the LPA)

Clerk Signature & Date

*Sandy Leitheiser* 12/12/23

APPROVED

Regional Engineer Signature & Date  
Department of Transportation

[Empty signature box for Regional Engineer]

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2024-02

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

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

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

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

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

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

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

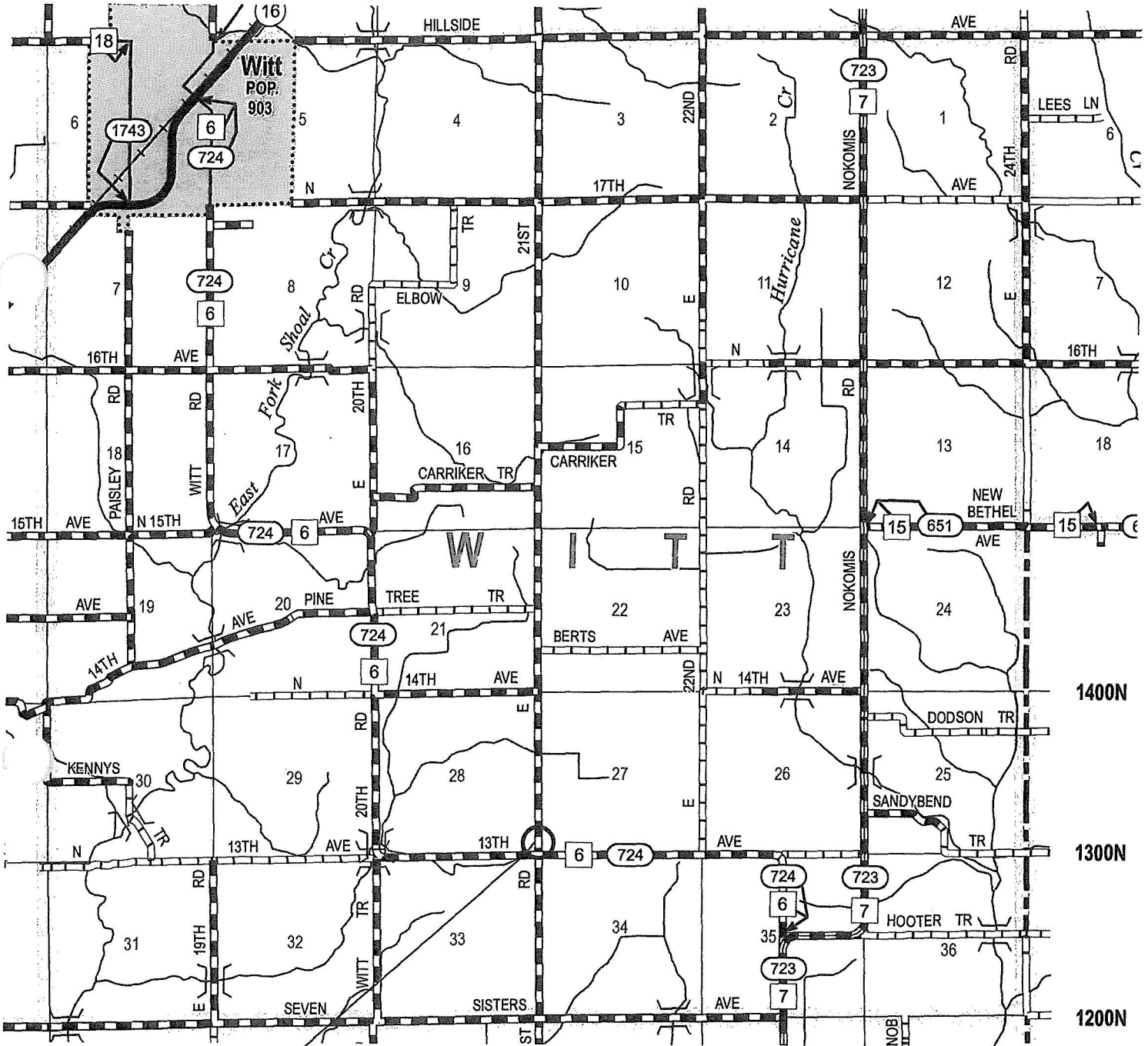
BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

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

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

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



Proposed 36"ERS x 37' Polycoated Pipe Culvert